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October 29, 2019

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

Dear Supervisors:

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT FOR
PHASE IV OF THE ASSESSOR MODERNIZATION PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This letter requests the Board to approve the execution of a Sole Source Agreement with Oracle America, Inc. (Oracle), for the implementation of Phase IV of the Assessor Modernization Project (AMP).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Assessor, or designee, to execute a substantially similar contract (Attachment I) with Oracle, effective upon execution, and delegate authority for necessary subsequent Change Orders and Amendments for the implementation of AMP Phase IV at the maximum amount of \$40,493,000, which includes a contingency of 10%.
2. Approve and delegate authority to the Assessor to execute a Sole Source Agreement with Oracle to provide application management services for Oracle cloud hosted environments with an annual support cost not to exceed \$1,800,000 with concurrence from the Chief Executive Office (CEO) and Chief Information Office (CIO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

AMP is a five phase agile development project to replace the Assessor's legacy systems, which include more than 120 aging applications, dating back more than 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 by evaluating multiple commercial off the shelf solutions aimed at mitigating the inefficiencies of the legacy property assessment systems.

Unable to find a viable commercial off-the-shelf solution, the Assessor utilized the Work Order process under Master Service Agreements with International Business Machines (IBM) and Oracle for a competitive solicitation. This targeted solicitation enabled the Assessor to negotiate between the two contractors before selecting a contractor. 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 saw the development of key processes designed to intake, manage and initiate data and documents to support new AMP business processes. Your Board previously authorized similar agreements on June 16, 2015, November 9, 2016, and May 29, 2018 for AMP Phase I, II, and III, respectively. This request will continue the development effort with Oracle for AMP Phase IV, 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 more than \$5 million in development software tools 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 three 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, Chief Information Office, 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 agreement price for development is \$31,310,000 with a 10% contingency amount of \$3,131,000 to be used for any necessary Change Orders, Amendments, or optional services as the Assessor may see fit. Three Million One Hundred Sixty-Three Thousand (\$3,163,000) is to be used for staffing resources. As in the Phase II and III contract, Phase IV allows for optional Oracle hosting infrastructure services for \$2,889,000. 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 \$40,493,000. The Legacy System Modernization Fund and departmental savings will be used to fund Phase IV of the project.

The request for approval and delegated authority to execute a Sole Source agreement with Oracle 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.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per Board Policy 5.100, Sole Source Contracts, the Assessor provided notification to the Board on July 11, 2019, four weeks prior to initiating negotiations for a new Sole Source Contract with Oracle. On August 12, 2019, the Assessor began contract negotiations for AMP Phase IV.

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 III agreement your Board previously reviewed and approved.

The Chief Information Officer (CIO) has reviewed this request and recommends approval.

CONTRACTING PROCESS

On June 16, 2015, your Board approved a Work Order under Master Service Agreement with Oracle for development of AMP Phase I. On November 9, 2016 and May 29, 2018, your Board authorized Sole Source Agreements with Oracle to develop key components of AMP Phase II and Phase III, respectively. This request continues the development effort via Sole Source Contract with Oracle for AMP Phase IV.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

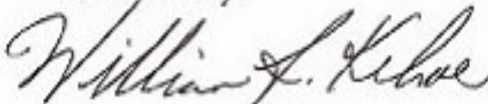
Approval of the recommended actions will have no negative impact on current public services or projects, nor will it affect the Assessor's production of the tax roll. Approval of the recommendation will ensure the Assessor continues to develop a modern assessment system to enhance its business operations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

Respectfully submitted,



JEFFREY PRANG
Assessor

Reviewed by:



WILLIAM KEHOE
Chief Information Officer

JP:SMH:EY:ST

Enclosures

c: Chief Executive Office
Chief Information 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 IV)

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

This Agreement for the Assessor Modernization Project (Phase IV) (“**Agreement**”) is made and entered into this ____ day of _____, 2019 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 conditions governing 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 into an 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, County and Contractor entered into an agreement dated May 29, 2018 for the development of the third phase of AMP (“**Phase III**”), to build on the foundations of functionality built in Phases I and II and to 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, the primary objective of this Agreement is to initiate the fourth phase of AMP (“**Phase IV**”), to build on the foundations of functionality built in Phases I - III and provide additional functional components including: Change in Ownership, Decline in Value, Exemptions, Assessment Appeals;

WHEREAS, County desires to engage Contractor under this Agreement to complete Phase IV 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, 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 - Intentionally Omitted
- 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 IV 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 IV 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 County'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 IV 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 County'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 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 IV of AMP. Effective operation of such an environment requires not only the cooperation among County, all service providers, and 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 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 transition 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, Contractor's Project Director also shall provide County with a signed Acceptance Certificate and County's Project Director shall provide Contractor with written approval, as evidenced by County's Project Director's countersignature on such Acceptance Certificate. Final Acceptance shall occur when such Acceptance Certificate is countersigned by County's Project Director. If County fails to accept (as evidenced by 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 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, 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 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 Forty Million Four Hundred and Ninety-Three Thousand Dollars (\$40,493,000) 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 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 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 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

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 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 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 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 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 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 REPERFORMANCE OF THE DEFICIENT SERVICES, OR, IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY 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 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 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 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 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 County's Project Manager include:

- meeting with 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.

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 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 Contractor's Project Director.

- 11.1.2 Contractor's Project Director shall be responsible for 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 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 Contractor's Project Manager.
- 11.2.2 Contractor's Project Manager shall be responsible for 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 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, 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 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 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. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

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 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 rights 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 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 IV 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 obligations 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. 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 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) 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)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized 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 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.

27.3 Transitional Job Opportunities Preference Program

27.3.1 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.

27.3.2 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.

27.3.3 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.

27.3.4 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.

27.4 Disabled Veteran Business Enterprise Preference Program

27.4.1 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.

27.4.2 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 Disabled Veteran Business Enterprise.

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 Disabled Veteran Business Enterprise.

27.4.4 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.

27.5 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

27.6 Compliance with County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor acknowledges and certifies receipt of the CPOE.

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.

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel



Oracle America, Inc.

STATEMENT OF WORK

Assessor Modernization Project ("AMP"), Phase IV

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To be inserted

DRAFT

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 _____. 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: _____

✓ <u>Enterprises Architecture Services</u>	✓ <u>Data Security / Protected Enterprise</u>	✓ <u>Middleware Architecture Services</u>
✓ <u>Business Integration Services</u>	✓ <u>Software Engineer Services</u>	✓ <u>Date Warehousing Services</u>
✓ <u>Other</u>		

✓ <u>Not a HIPAA- Related Word Order (as defined herein)</u>	

STATEMENT OF WORK (SOW) MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

Assessor Modernization Project ("**AMP**"), Phase IV

STATEMENT OF WORK PROJECT DEFINITION

The primary objective of this AMP Phase IV ("Phase 4") Statement of Work is to deliver capabilities that currently reside on legacy hardware into the AMP framework which will result in the retirement of the legacy systems that reside on the mainframe computer at the Los Angeles County (LAC) Internal Services Department (ISD) Data Center. This will include capabilities related to the processes for Secured Properties - Change in Ownership (CO), Decline in Value (DIV), Exemptions, Assessment Appeals, Parcel Changes; Unsecured Properties; Cross Reference and Roll Support. Additionally, support will include developing a common framework

for interfacing with systems that will not be migrated to AMP as part of Phase IV. As part of the Phase, the AMP production, stage and Disaster Recovery (DR) environment will be migrated to Oracle Cloud Infrastructure (OCI).

1. Fixed Price Project Scope, Releases and Approach for Los Angeles County Assessor Modernization Project (AMP)

A. Background – AMP Phase IV

The goal of the Los Angeles County Assessor Modernization Project (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, the solution will be more cost effective to manage through the use of modern design principles including the use of the Cloud. AMP design goals include flexibility, scalability, and enhancing efficiency and flexibility of County staff for assessment activities of County secured and unsecured properties located throughout Los Angeles County. AMP is being developed over five project phases. It is intended to transform the existing assessment legacy systems into a consolidated workflow and rules-based system designed to accommodate current AMP needs. It will have the flexibility to address future needs of the Office of the Assessor through the use of integrated tools and the Cloud

AMP is expected to be developed over the following project phases:

- Phase I - AMP Foundations and Property Data Change Requests.
- Phase II - Secured Assessment Processing, Public Service Request, Proposition 58/193, and Change of Mailing Address.
- Phase III - Unsecured Processing, New Construction, Roll Support, Market Approach, Global Case Management and Performance Measurement Dashboard,
- Phase IV - Change in Ownership, Decline in Value, Exemptions, Assessment Appeals and other Unsecured and Cross-reference. Legacy system Retirement.
- Phase V - Ancillary System Replacement and Miscellaneous.

Phase I was completed in November 2016. Phase II was completed in May 2018. Phase III will have its final major release in November 2019.

This SOW provides the scope of services to address capabilities and functionality specific to Phase IV. Phase V is not within the scope of services for this SOW.

B. Overview of SOW Construct

This SOW was created with the following elements:

Section 1, this section, contains a high level overview of the AMP Phase IV project, release schedule, program / project management approach, architecture management approach, delivery execution and DevOps management.

Section 2 contains the SOW which provides specifics on what will be executed for Phase IV. The focus of the SOW is to describe to tasks and outcome that will result from the effort. In each area,

the tasks to be executed are followed by a list of deliverables to be provided to You. The deliverables are numbered sequentially in the document.

C. Phase IV High Level Overview

The primary objective of AMP Phase IV is to replace business functionality that currently resides on systems hosted on Los Angeles County (LAC) Internal Services Department (ISD) main frame hardware in the LAC Data Center. This business functionality will be re-developed in AMP and in Oracle Cloud Infrastructure (OCI) to permit the main frame system to be retired from service. A secondary objective is to create interfaces to systems that will not be retired in AMP Phase IV in order that data and activities executed in those systems are updated in AMP. This will result in AMP becoming the system of record for Enrollment at the completion of Phase IV.

The overall engagement will be managed by a Program Management Organization (“PMO”) (see Figure 2).

Phase IV will be delivered through a series of functional releases. The functional release structure is outlined in the following table.

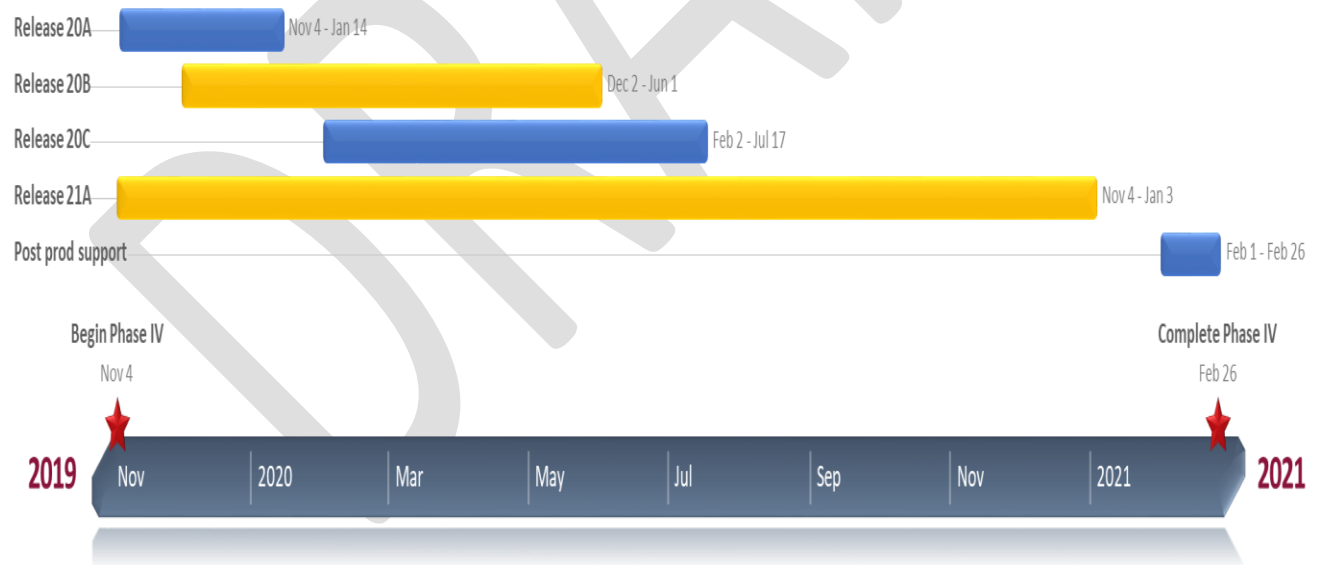
Table 1: AMP Phase IV Release Overview

Release	Release Contents	Estimated Year/Month
20.A	Major release of LACA developed code	Jan 2020
20.B	GCM Bridge	Apr 2020
	Transfers (Change in Ownership)	
	Decline in Value (DIV)	
	Major Exemptions	
	Assessment Appeals	
	Possessory Interest	
	Parcel Change	
	Personal Property (Canvass)	
	GCM Bridge for Prior Phase AMP Processes	
	Change of Mailing address (C6.1)	
	Prop 58/193 (C11.7)	
	PSR (C11.1)	
	PDCR (C5)	
	Data Interfaces for Survivor Apps from/to AMP	
	AMP to/from Legacy Data Warehouse	
	AMP to/from IDEX Executive office (Appeals)	
	AMP to APS	
	AMP to DIV	
	AMP from Major Exemptions DB	
	AMP from HOX	
	AMP to/from PIDBMS	
	AMP from PCDL	
20.C	STAGE / PROD / DR Migration to OCI	Jul 2020
	Implement OEM and OMC on OCI and ADW	
21.A	GCM Process Implementation	Jan 2021
	Transfers (Change in Ownership)	
	Decline in Value (DIV)	
	Major Exemptions	
	Assessment Appeals	
	Possessory Interest (including Natural Resources, Manufactured Housing, Special Assessments)	
	Parcel Change	
	WIP Replacement	
	Marine, Aircraft and Leasing	
	Inbound Channels to AMP	

Release	Release Contents	Estimated Year/Month
	Tax Collector to AMP (TXN 255)	
	Miscellaneous	
	Audit Pool Process	
	Other Legacy Systems	
	Roll Support	
	Roll Extensions (Refactoring, Roll Creation, Roll Being Prepared, Roll Closure, Prior/Current/Future Year Billing Runs).	
	Split Roll	
	Projected Roll	
	Roll Information Products (Balancing, SBF Prior/Current/Future)	
	Roll Exceptions	
	Miscellaneous Extensions	
	Change of Mailing Addresses (Public)	
	PDCR (Public)	
	Global Search	
	Establish Reporting Database	
	WCC Support for Non-Property Related Documents	
	GCM Extensions (Events History)	
	Correspondence	
	Phase IV Cutover	

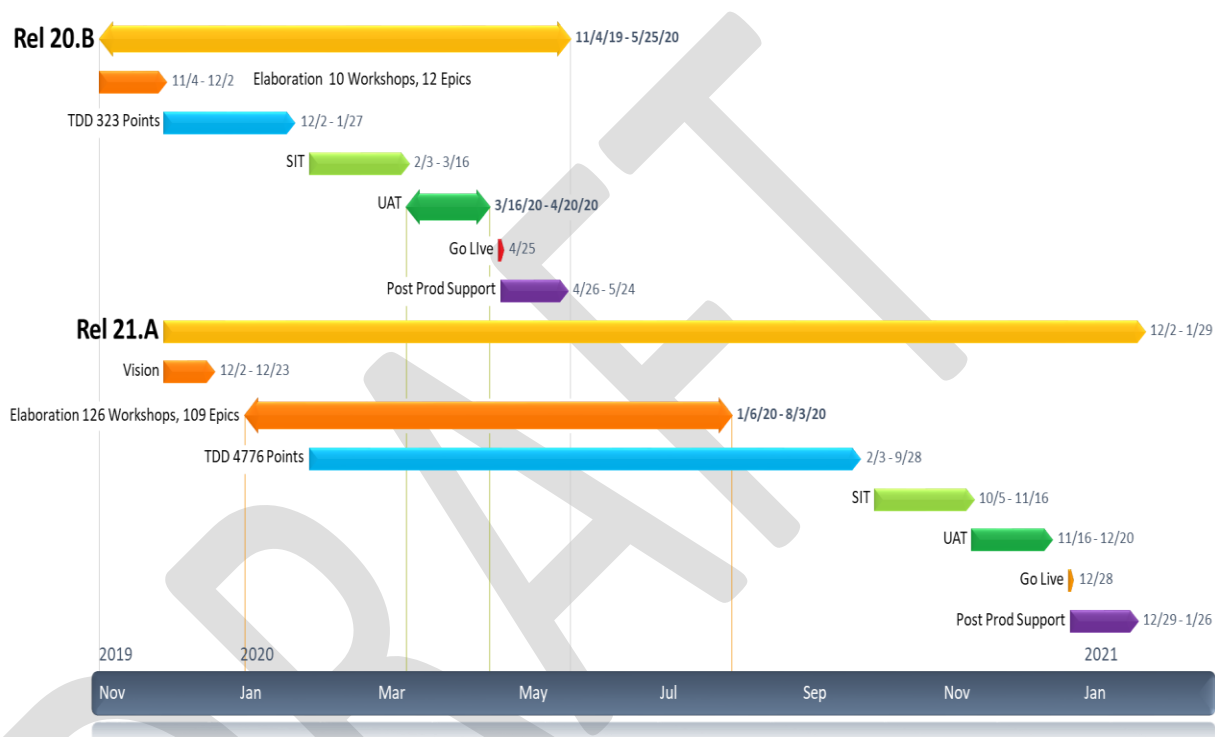
This high-level timeline is shown in the following graphic.

Figure 1: High Level Release Schedule



Release	Components	Estimated Year/Month
20.A	Major Release of LACA developed code	Jan 2020
20.B	GCM Bridge	June 2020
20.C	OCI Production, Stage and DR migration	July 2020
21.A	Legacy Replacement	Jan 2021

Figure 2: Detailed Delivery in Release 20.B and 21.A



The “Overall Approach” Section below provides additional details on the release structure and the Program Activities to be executed, while Section 2 of the document provides the Fixed Price scope for AMP Phase IV.

D. Overall Approach

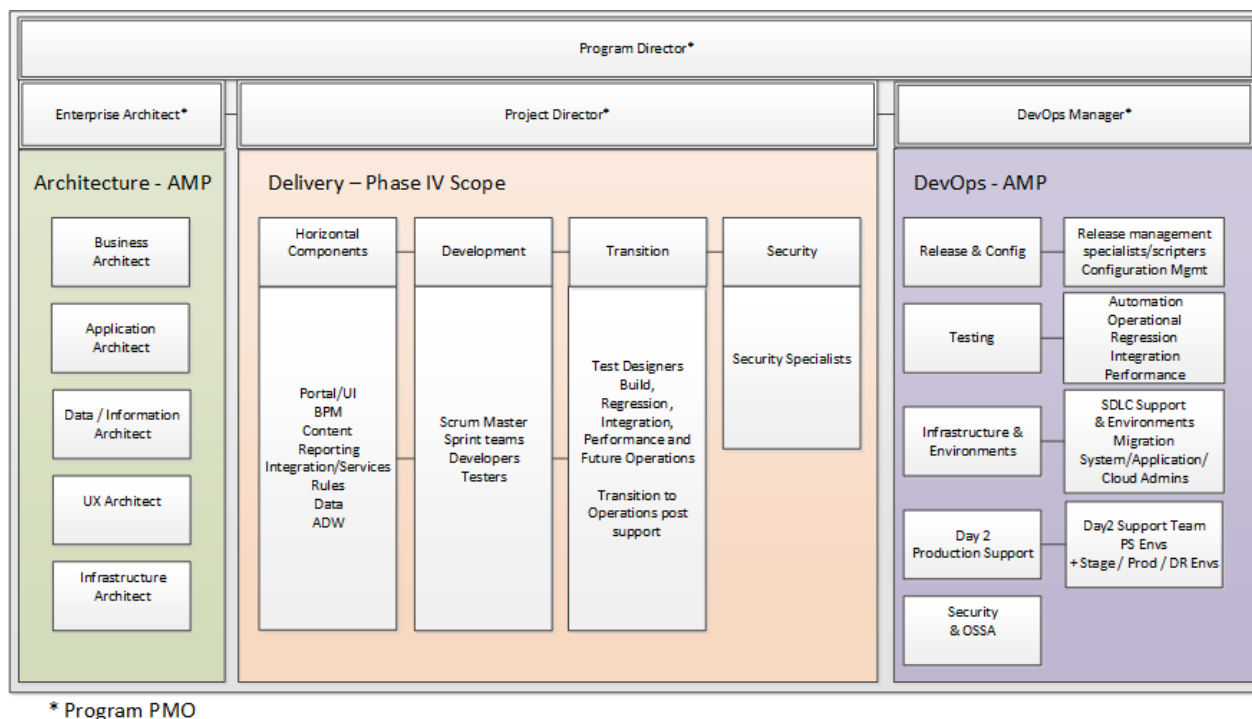
This section contains a high level description of the overall approach for executing AMP Phase IV. It describes the project management approach, the architecture management team, the Cloud and on premise environments, and the overall development and test processes.

Before providing this process detail, it is also important to identify what the process does not include. The focus of this Statement of Work is to implement the remaining business functionality logic from LACA’s legacy systems in AMP so that these systems can be retired. To achieve this goal, Phase IV is not intended to include business process re-engineering.

Overall Program Organization

The overall program organization is depicted in the figure below. Details on the roles of each of the pillars are provided in more detail in the following figure.

Figure 3: AMP Program Organization



Architecture and DevOps teams support the Delivery team in fulfilling the Phase IV objectives while also addressing required program objectives of more standardization, automation, maintainability and adoption of a modern architecture.

Program Management (PM)

The Program Management Office provides the link between the various elements of the overall AMP program. The PMO manages the Architecture, Project Delivery and DevOps teams. The PMO serves as the point of escalation of issues between the three pillars of the AMP execution team.

The PMO consists, at a minimum, of Your Program Manager, the Oracle Program Director, the Oracle Project Director and the Oracle Enterprise Architect. The PMO reports to the AMP Steering Committee.

Component A - Architecture Delivery (AD)

An architecture team will be created for Phase IV to help drive architecture vision, principles and design, in the development of the AMP solution that is in line with current and future Business vision.

Enforcement of the architecture standards and design patterns will occur through the meetings documented in Table 4.

The Architecture Team will be comprised of dedicated resources to address architecture tasks in support of overall program objectives, delivery and design.

- This separation from the Delivery Team will refine the overall architecture vision, implementation and governance while addressing technical debt, the backlog in architecture tasks and prepare us well for the future.

The Architecture Team will be comprised of the following roles:

- Enterprise Architect – Manages the Architecture team. Leads the members of the Architecture Team to align AMP business, application and infrastructure architectures. Leads the creation of AMP architecture vision and principles. Drives key design discussions and decisions. Manages the various AMP architecture plans and oversees the completion of deliverables.
- Application Architect – Leads the application architecture. Reviews and recommends adoption of tools (software), design patterns and standards for AMP application development. Works closely with Development and DevOps managers to review conformance of architecture vision. Provides governance to support AMP application design and development teams in complying with architecture vision, principles, and standards. The Application Architect will also support the Business Architect in providing guidance for cross-functional component architecture (referred to as Vertical Components by Your staff).
- Business Architect – Leads the Oracle Component Leads, Technical Leads, designers and Development and DevOps managers to a clear understanding of LACA business vision. Serves as a liaison between Oracle team and Your business leads. Oversees business analysis activities. The Business Architect will also provide primary architectural guidance for the cross-functional component architecture (referred to as Vertical Components by Your staff), with support from the Application Architect.
- Data/Information Architect – Provides a coherent, consistent understanding of the Assessor's data, both structured and unstructured, oversees database development and architecture and designs for reports and dashboards. Provides ongoing review and advice to the project team on the above areas.
- UX Architect – Leads application usability and conducts user research, testing to define style guides, tools and standards to be followed by the delivery team in designing user interfaces and information products. The UX Architect will define standards and then review designs (including prior phase user interfaces that are being modified or refactored as part of Phase IV) for conformance. The UX architect will also be responsible for providing the approach to make Phase IV User Interface ("UI") components compliant with the Americans with Disabilities Act ("ADA").
- Infrastructure Architect – Leads infrastructure architecture for the program and provides guidance on infrastructure, networking, configuration management, test automation, and environments.

Project Delivery (PD)

The project delivery team will be focused on delivering the different components that are part of Phase IV scope.

Project management for Phase IV of AMP will build upon the processes used in the previous phases. 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.

Led by the Project Director, the Project Delivery Team will comprise of the following lead roles:

- **Component Leads** – Components Leads are responsible for the delivery of a specific functional component and works with Your Product Owners (PO) and Subject Matter Experts (SME) in defining epics and user stories. They will be supported by UI Designers, Test SMEs and Scribes. Component leads leverage Technology pillar leads, Development Manager and Transition Manager to deliver the functional components, and will also be responsible for complying with architectural standards as provided by the Architecture team.
- **Technology Pillar Leads** – Technology Pillar Leads provide required design expertise to solution the functional components (referred to as Horizontal Components by Your staff). They also define standards for their respective pillars and work closely with Architecture team to contribute to architecture principles and standards. The following technology pillar leads will be staffed for Phase IV:
 - Portal/UI Lead²
 - Integration/Services Lead
 - Process/BPM Lead
 - Data Lead
 - Content Lead
 - Rules Lead
 - Reporting Lead
 - ADW Lead
- **Development Manager** – Development Manager will lead the Test Driven Development (TDD) team and will manage the development plan. Development Manager will plan the sprints and manage the TDD scrum teams to deliver the functional components.
- **Security Architect/Lead** - Security Architect / Lead drives security architecture decisions, manages security team. Confirms Oracle software security assurance practices are followed in installation, configuration, design and development.
- **Transition Manager** – Transition Manager leads a team of testers that support building and testing test cases and scripts for systems integration testing (SIT), regression and performance testing. The Transition Manager interfaces with Development Manager to get all the sprint code, deployment scripts and test cases to share with the DevOps Manager. The Transition Manager is responsible for coordinating with the DevOps team for release management, configuration management, and test automation. The Transition Manager also interfaces with Your Test Lead to share test cases and scripts that can be leveraged for User Acceptance Testing (UAT).

² The Portal/UI Lead will be responsible for reviewing UI code for compliance with the ADA approach as identified by the UX Architect

As described in the Overall Approach, the emphasis in this phase is on legacy system retirement. The project management process will, therefore, include an explicit review and approval process for all stories where existing legacy business logic is being changed or where automation that is not provided by the current legacy systems is being proposed, except as explicitly described in this exhibit.

The Delivery Solution Forum (“DSF”) will be introduced in Phase IV to manage overall AMP architecture and solution design integrity. The Solution Forum will be responsible for both Phase IV business change along with designing for sustainment, operations and California Assessor Cloud considerations.

- The DSF will be co-chaired by Your Lead Architect and Oracle Enterprise Architect, with permanent members including both Your and Oracle Application and Business Architects. Attendance of the Solution Forum will be supplemented with Oracle and Your subject matter experts (SMEs) relative to the specific agenda item.
- The Solution approach will be presented at the DSF by the relevant Component Lead for endorsement as part of the end stage (after Elaboration backlog grooming) of Elaboration to move epics and user stories to the “TDD Ready” status
- In order to meet the timeliness required by an Agile development process, the DSF will be required to meet weekly and provide feedback within 48 hours of completion of the meeting. Participants either must attend or designate a replacement for each meeting. Feedback on the results of the meeting will be provided by Oracle within 24 hours of publication by email. At the conclusion of this period, the recommendations are considered approved.

Development and Test Process

Functional components will be built using a Vision Phase followed by an Elaboration Phase and then a Test Driven Development (TDD) Phase. As used in this exhibit, 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, outputs, how they are bound and the participants.

Table 2: AMP Phase IV Phases

Phase	Definition	Outcome	Bound by	Recommended Participants
Vision Phase	Vision Phase will identify epics and high ³ level user stories by vision meetings between Assessor teams and Oracle teams. The Vision Phase will only be used in specific areas as defined in FP portion of the SOW for Execute Vision Phase activities.	One or more epics and user stories to establish the vision for the business change. The epics and user stories will further be categorized by horizontal and vertical aspects, Component and Release and tracked using tools or methods as agreed by both parties. Vision will also produce prototypes to	# of Vision Sprints. Each Vision sprint will be 2 weeks long	Workshop PM and appropriate attendees from Architecture and Delivery teams to be finalized by Oracle and LACA PMO.

³ Vision, Epic and User Stories – Describe the work item, type of user, what they want and why at varying levels of decomposition

Phase	Definition	Outcome	Bound by	Recommended Participants
		demonstrate decisions made in the Vision Phase, as mutually agreed.		
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. Elaboration sessions will occur in two parts: Business Logic Discovery and Story Definition. Business logic discovery will focus on identifying existing business process and rule definition; story definition will decompose the business functionality into stories to be groomed and defined.	Documentation will be created for all epics and user stories and acceptance criteria, along with an estimate of user story points. This documentation will include: business processes, business rules, screen design, test cases and test data. These will then be groomed for prioritization, business value and core solution stories identified. A Solution Approach Overview will be presented to the Solution Forum for discussion, feedback and correction to increase overall program architecture compliance and efficiency.	# of Elaboration Workshops. Each Elaboration workshop will be 4 hours long	Workshop PM and appropriate attendees from Architecture and Delivery teams to be finalized by Oracle and LACA PMO.
TDD Phase	Test Driven Development Phase will undertake sprint planning to determine the user stories for each release and sprint. Perform system design to identify required story points ⁴ , build test cases and then build code to satisfy the test cases.	Output of each TDD sprint will be the Design document, sprint Definition of Done (DoD) checklist, test cases, test results and code. The sprint will end with a sprint demo to the LACA Business Leads and Product Owners (PO), along with the Solution Forum members to present user story acceptance compliance, gain feedback and update the business. Conduct a sprint technical walk through to the LACA technical leads. Record the agreement of actual story points consumed.	# of story points delivered across one or more TDD sprints. Each TDD Sprint will be 3 weeks long	Oracle: Dev Manager, Scrum Master, Testers, Designers, Developers Design Forum

For each planned release, following the Development process, there will be a Transition Phase. This phase will include one or more System Integration Test (SIT), Performance Test (PT) and User Acceptance Test (UAT). Since test data is a key aspect of testing, Phase IV will also extend test data definition and automation as mutually agreed. A Regression Test (RT) will be performed, as mutually agreed. All tests and test data will be automated to the extent possible using OATS

⁴ Story points – A story point is a metric used in agile project management and development to determine (or estimate) the difficulty of implementing a given story. In this context, a story is a particular business need assigned to the software development team.

and OpenScript or other tools as mutually agreed upon in writing by Oracle and You. An automated testing team will be included in Phase IV 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.

DevOps Delivery (Component B)

The DevOps delivery team will be focused on delivering DevOps capabilities to the Project Delivery Team. The goal of this team will be to improve automation and standardization in configuration management, release management, testing and infrastructure management. Additionally, the DevOps team will be responsible for identifying opportunities to add continuous Integration and Continuous Delivery (“CI/CD”) features to AMP wherever possible. The DevOps team will be led by a DevOps Manager and will include the following lead roles:

- **Release & Configuration Manager** - Leads release management and configuration management team that does the releases and is responsible for automation of deployment, implementation of CI/CD (as mutually agreed between Your PM and Oracle PM) and automated configuration tasks (where mutually agreed by Your PM and the Oracle PM). Interfaces with the Delivery Transition manager. The Release Manager will be responsible for creating a strategy and an execution plan for implementation that will be provided to the Oracle and Your PMO for review. This strategy will be included in the **Release and Configuration Management Report**.
- **Test Manager** – Leads automation team for automation of continuous system integration, regression, performance, and operational testing as mutually agreed. Interfaces with the Delivery Transition manager and the Release & Configuration Manager. The Test Manager will also be responsible for creating a Continuous Test Strategy and Execution Plan for implementation that will be provided to the Oracle and Your PMO for review. This strategy will be included in the **Test Capability Report**.
- **Infrastructure & Environments Manager** – Leads creation, maintenance, capacity planning and performance optimization and high-availability of all environments associated with AMP. Interfaces with Development and DevOps managers. Reviews plans with Infrastructure Architect and coordinates with Architecture Team and PMO for availability, backup/restore, database refresh, and other administrative actions/policies.
- **OSSA Specialist** – This role publishes Oracle Software security assurance (OSSA) guidelines, and instruments tools to provide guidance to achieve AMP compliance with OSSA guidelines. Compliance information will be provided to the Development Manager and Oracle Project Manager for execution.

Environments Management (Oracle Cloud and On-Premise)

As part of the DevOps team, the Oracle Environments Management team will manage and maintain the environments in Table 3 during AMP Phase IV. The development, build and test activities for AMP Phase IV will occur in the Oracle Cloud as part of the Software Development Life Cycle (SDLC) process.

SDLC environments will continue to be managed and maintained by the Oracle Consulting project team. These environments are reflected in the table below.

As part of Phase IV; AMP production (ISD-PROD, ISD-DR, ISD-STAGE) will migrate from the Los Angeles County Internal Services Department (LAC ISD) data centers to Oracle Cloud Infrastructure (OCI).

Upon completion of this migration, and upon Your acceptance, the ISD Stage and ISD PROD and DR environments will be retired by the County.

This SOW covers SDLC environments support and migration of Stage, DR and PROD to OCI

Table 3: AMP Phase IV Environments

Environment Name	Description	Location	Who manages it ⁵
ADEV	A Dev Environment to be used for developing one or more of the Phase IV releases	Oracle Cloud ⁶	Oracle
ATE1	A Test Environment to be used for development integration testing one or more of the Phase IV releases	Oracle Cloud	Oracle
ATE2	A Test Environment to be used for system integration testing one or more of the Phase IV releases	Oracle Cloud	Oracle
ADEV2	A second Dev Environment to be used for developing one or more of the Phase IV releases	Oracle Cloud	Oracle
ATE3	A second Test Environment to be used for development integration testing one or more of the Phase IV releases	Oracle Cloud	Oracle
ATE4	A second Test Environment to be used for system integration testing one or more of the Phase IV releases	Oracle Cloud	Oracle
PSDEV	Dev Environment for Production Support. Migrated from ISD-DEV.	Oracle Cloud	Oracle Day 2
PSTST	Test Environment for Production Support Migrated from ISD-TEST.	Oracle Cloud	Oracle Day 2
TRN	Training Environment. Migrated from ISD-TRN.	Oracle Cloud	Oracle Day 2
ISD-STAGE	Stage Environment sized similar to Production for UAT and Performance Testing.	ISD	ISD
STAGE2	A second Stage Environment sized similar to Production for UAT, Performance Testing	Oracle Cloud	Oracle
ISD-PROD	Current Production Environment	ISD	ISD
ISD-DR	Current DR Environment	ISD	ISD
PROD ⁷	Future Production Environment	Oracle Cloud	TBD ⁸
STAGE ⁷	Future Stage Environment	Oracle Cloud	TBD ⁸
DR ⁷	Future DR Environment	Oracle Cloud	TBD ⁸

⁵ Managing responsibility includes administration, patching and up keep of the environment.

⁶ Oracle Cloud refers to Oracle Cloud Infrastructure (OCI).

⁷ New Environments.

⁸ The new environments will start off as responsibility of Phase IV Oracle Project Team and then will transition to another organization to be determined.

Configuration Management and Release Management

Configuration Management (CM) is a systems development and maintenance discipline that promotes the proper identification of configuration items evaluation and control of changes to those items, and recording of the change implementation status. Proper configuration management helps lay the foundation for DevOps. It focuses on the identification of specific configuration items to be managed, the methods by which changes to those items will be implemented and tracked, and the tools required to automate the changes, support, where mutually agreed upon by Your PM and the Oracle PM, continuous deployment automation and monitor any divergence between common configuration items across the life cycle environments.

Oracle's approach for Phase IV is to expand CM to include all AMP environments, in conjunction with the AMP code releases. In an effort to improve consistency and predictability across all AMP environments in Phase IV, dedicated CM roles and RM roles will be provided.

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. The CM and RM functions will also work to develop additional automation as mutually agreed for CI/CD support and to maintain a single codebase unless You and Oracle mutually agree to code branches.

CM will apply to all technology products and patches 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, remediation from testing processes, and routine Development Operations (DevOps) functions like 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 configuration management tooling like Oracle Enterprise Manager ("OEM"), Terraform, Chef, Ansible, etc. The RM process will also implement new capabilities to provide CI/CD features in Phase IV as mutually agreed. In addition, Oracle will make commercially reasonable efforts to capture lists of values in the form of database scripts and add them to source code control as part of the CM work.

CM and RM activities will be captured and documented in the bi-monthly ***Release and Configuration Management Report***.

2. FP Implementation Scope and Deliverables

This section expands upon the high level overview provided in Section 1. The objective of this section is to describe the tasks that will be executed to support Phase IV.

The section will describe the Program activities, the Vision Phase and the activities to design, develop and test for all Phase IV releases.

A. Program Activities for Phase IV

Program activities include those events required to ~~either~~ both manage Phase IV and to prepare for future elements related to AMP.

Execute Project Management

The tasks related to the management of AMP Phase IV 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 **Phase IV Project Kickoff Presentation**
- Create a **Project Management Plan (PMP)** - Oracle will re-baseline the Phase III PMP for AMP Phase IV. 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. 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
 - Release Management
 - DevOps Management
- Update and maintain a “Project Organization Chart” with inputs from You, to describe the roles for both Oracle and Your team resources
- Create a **Project Work Plan (“PWP”)** – Oracle will provide a Phase IV PWP to include:
 - Project deliverables (as set out herein in Section3. 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 III to create a method to both improve compliance with architectural principles along with identifying areas for future enhancements. Key to the development of the revised approach is the execution of the meetings described below:

Table 4: Design and Architecture Meetings

Meeting name	Purpose	Frequency	Output	Required attendees
Architecture Review Board (ARB)	<ul style="list-style-type: none"> Review the recommendations from the AWG 	As required – Monthly as a minimum	Document decisions for changes to the AMP architecture including impact analysis	<ul style="list-style-type: none"> LACA and Oracle Program Architecture team
	<ul style="list-style-type: none"> Review impact analysis from AWG and make recommendation for adoption 	As required – Monthly as a minimum	<ul style="list-style-type: none"> Document decision to proceed based upon impact analysis (including creating stories in Jira) Coordinate with PMO to create an execution plan for approved changes 	<ul style="list-style-type: none"> LACA and Oracle Program and Project PMO team LACA and Oracle Program Architecture team
Architecture Working Group (AWG)	<ul style="list-style-type: none"> Communicate revisions to the AMP architecture e.g. UI/UX standards Review architecture issues in AMP (application and infrastructure) 	Minimum twice weekly	<ul style="list-style-type: none"> Make recommendations for changes to the AMP architecture to the ARB Recommendation should include Level of Effort (LoE) for implementation 	<ul style="list-style-type: none"> LACA and Oracle Program Architecture team LACA and Oracle Delivery Design teams based on agenda items
Delivery Solution Forum (DSF)	<ul style="list-style-type: none"> Review proposed solution designs (Epics and user stories) to determine compliance with AMP architecture and design standards 	Weekly (minimum)	<ul style="list-style-type: none"> Approved Epics, user stories and component approach or Disapproved designs are returned to the Delivery Team for re-design 	<ul style="list-style-type: none"> LACA and Oracle Program Architecture team LACA and Oracle Delivery Design teams based on agenda items
Delivery Design Working Group (DDWG) ⁹	<ul style="list-style-type: none"> Formulate design for horizontal components, Epics and / or user stories 	Minimum twice weekly	High Level design of horizontal components Epics and/or user stories to be reviewed by the DSF	<ul style="list-style-type: none"> Delivery Design Team (Vertical components). LACA attendance optional

⁹ Participation by LACA staff in the DDWG will be based upon mutual agreement between the LACA and Oracle PM

Meeting name	Purpose	Frequency	Output	Required attendees
				<ul style="list-style-type: none"> Component Leads (Horizontal Components) LACA attendance optional

The tasks to be executed include:

- Complete architecture activities not completed from prior phases as mutually agreed.
- Operate a series of architecture related meetings, defined in Table 4, to provide appropriate architecture direction and design solutions to the Oracle and Your team.
- Produce a **Monthly Architecture Status Report** that documents the findings, recommendations, decisions and implementation execution plans from the meetings documented in Table 4.
- Produce a bi-monthly **Updated AMP Architecture Principles Summary Document** that documents the design patterns and standards that are created/refined in the 2 month period.
- Update the **AMP Architecture Principles Summary Document** with Design Standards and Patterns as they are created / 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.
 - UX Planning to adopt new and emerging user-centric web development design patterns.
 - Performance Optimization approaches to comply with AMP's page load time standard.
 - Definition of the mutually agreed standard for Recovery Time Objectives ("RTO") and Recovery Point Objectives ("RPO") in Phase IV.
 - The document is to be reviewed and updated as needed by the Architecture Review Board.
- Manage and update a repository in Jira where requested feature changes can be maintained. The Jira 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 ARB.
 - Decision made by the ARB and PMO.

- 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 IV.
- Produce an **Updated AMP Technical Architecture Document (TAD)**, bi-monthly, that documents the updates done to **AMP Technical Architecture Document (TAD)**.
- Update the **AMP Technical Architecture Document (TAD)**
 - Review and update, as necessary, Functional and/or Business Architecture (including business objectives and capabilities) for the AMP system.
 - Review and update, as necessary, the AMP architecture vision definition for the AMP system.
 - Review and update, as necessary, the AMP current state architecture, including the current state business, application, information, and technology architectures.
 - Update architecture diagrams
 - Review and update, as necessary, the AMP future state architecture for the AMP system, including the future state business, application, information, and technology architecture and associated diagrams.
 - Review and update, as necessary, the gap analysis and strategic roadmap, incorporating a phased approach and milestones to the delivery of the AMP Phase IV and future phase functionality.
 - Review and update, as necessary, the AMP governance assessment model and plan that includes data governance, data privacy and security with assistance and participation of stakeholders, including Your staff, and access to current systems for AMP Phase IV.
 - Review and update, as necessary, the Implementation Assessment for AMP that includes confirmation of hardware and software environments and mechanisms to procure Oracle software for AMP Phase IV and future phases, if necessary.
 - Create a User Interface Strategy section that establishes the criteria for when to use different available User Interface technologies (ADF, Oracle Javascript Extensions Toolkit, or Visual Builder Cloud Service).
 - Create guidelines for when to use each type of business rules product that is currently used in AMP.
 - Establish the business requirements for Disaster Recovery (“DR”), including Recovery Time Objective (“RTO” – the time to restore service when a disaster occurs) and Recovery Point Objective (“RPO”, time window that the disaster recovery database can “lag behind” production database updates).

The following specific Architecture tasks have been identified for the Architecture Team for Phase IV. Additional tasks may be added to this list as a result of ARB items or as otherwise mutually agreed:

- Develop a GCM bridge strategy to include an approach and design for how activities executed and data updates happening in existing external systems that will remain in production (henceforth called Survivor Apps) and prior AMP phase components after Phase IV will be incorporated into GCM for activity tracking purposes and for ADR Updates.
- Develop an approach and design on how system activities can be tracked in GCM.
- Develop an approach and design for data interfaces to and from external systems. This design will provide the architectural standards for all interfaces to be developed in Phase IV.

- Develop an approach and design for data capture and Interfaces for data entry/CRUD from documents. Currently these are manually entered in applications in AS400 for secured, cross-reference and unsecured properties; this; this data will now be entered into AMP.
- Develop an approach and design for outbound documents, turnaround documents and correspondences.
- Develop a test and cutover approach to define how testing will be done to confirm that AMP is sending the correct data to Auditor Collector systems and to establish how cutover from legacy systems to AMP will be achieved.
- Develop the required architecture and approach for taking certain AMP functionality public so Los Angeles Citizens can avail themselves of that functionality. The Public facing functionality identified for Phase IV includes Mailing Address Change and Property Data Change Request.
- Develop a versioning strategy for deployed objects to provide backwards compatibility for objects in flight.
- Define a reporting strategy, data warehouse and architecture for AMP.
- Maintain architectural standards at the level of both vertical and horizontal components. As defined by You, a “horizontal” component is a specific functional object, such as “New Construction”; a “vertical” component is a grouping of functionality by concept, such as “Inbound Capture”. For example, a document that is scanned for a New Construction work unit should comply with architectural standards for both New Construction and for Inbound Capture (horizontal and vertical).

Execute DevOps Activities (Component B)

As part of these activities, Oracle will expand upon the approach used in Phase III to create a DevOps implementation to support release/configuration management, testing automation and environment maintenance as mutually agreed.

The following deliverables reflect the ongoing work streams in the major areas of DevOps:

- Release & Configuration Management - This will include tasks performed to support various releases and also support release deployment and configuration automation. A **Release and Configuration Management Report** will be produced, bi-monthly, to summarize the activities performed in the 2 month period. The first such report will identify a strategy for extending existing build and deployment automation as far as considered feasible towards CI/CD as mutually agreed. This strategy may be updated in later reports.
- Test Management - This will include tasks performed to support test and test data automation for all testing activities as mutually agreed. A bi-monthly **Test Capability Report** will be produced to summarize the activities performed and outcomes delivered during the 2 month period. The first report will identify a strategy for extending automated testing, as considered feasible, and as mutually agreed. This strategy may be updated in subsequent reports.
- Environment Management - This will include tasks performed to support the SDLC environments for the Phase IV project. Oracle will provide the following ongoing support activities
 - Administration of OCI IaaS components such as Virtual Cloud Network management and Storage.

- Administration of OCI PaaS components such as Compute instance patching and general system administration.
 - Evaluation of AMP Releases to identify any required OCI configuration changes for each Release.
 - Support administrative changes to implement performance tuning changes identified during performance testing activities.
 - Provide an assessment of all quarterly Oracle patches and apply such patches to AMP environments as mutually agreed.
 - Migrate STAGE2, PSDEV, PSTST and TRN data bases to new ExaCS instances.
 - Creation of an OCI Environments Summary and Workbook to be included in the Environments Management Report.
- An **Environment Management Report** will be produced, bi monthly, to summarize the activities performed in the previous 2 month period.

Deliverables

The following deliverables will be produced for Program Activities:

Table 5: Deliverables for AMP Phase IV for Program Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
1	Phase IV 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 for Phase IV	Month 3
4	Updated AMP Technical Architecture Document	Updated LACA Technical Architecture Document that has been created and maintained since Phase 1	Month 2,4,6,8,10,12,14,15
5	Updated AMP Architectural Principles Document	Updated documentation of architecture principles to be followed in project execution	Month 2,4,6,8,10,12,14,15
6	Architecture Status Report	Monthly report documenting Architecture team activities and accomplishments	Months 2 to 15
7	Release and Configuration Management Report	Summary of Release and Configuration management activities in the preceding 2 months	4,6,8,10,12,14,15
8	Test Capability Report	Summary of Test Automation activities in the preceding 2 months	4,6,8,10,12,14,15
9	Environment Management Report	Summary of Environment management activities in the preceding 2 months	2,4,6,8,10,12,14,15

B. Execute Delivery Activities

In this section, we will describe the activities that will be to achieve the objectives of AMP Phase IV.

Execute Vision Phase Activities

A Vision Phase will be conducted for to identify epics, user stories, and the basic approach for specific functional elements in planned releases. This will be led by Your Business lead and will include all key project personnel from both Oracle and Your PM, 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 Vision Sprints. For Phase IV, there are three vision topics and each will have one or more vision sprints as follows:

- Phase IV Cutover Strategy – 2 Sprints. These Vision Sprints will focus on Epics, user stories, and approach for validating and managing the release of AMP as the valuation system of record into production to retire Your legacy systems. This will include pre-release testing areas and post-release validation reporting.
- Split Roll – 1 Sprint. Identify the Epics, user stories, and approach for Split Roll implementation.
- Cross-Reference Roll – 1 Sprint. Your existing systems support an object called the cross-reference roll which is, essentially, a duplicate of the regular roll used to isolate properties with unique processing requirements (such as Possessory Interest) from the legacy trending system. This sprint may not generate epics or user stories, but does need to confirm the assumed approach of merging the cross-reference roll into the regular (secured and unsecured) rolls. If this visioning identifies special handling cases that AMP must address, these should be captured in user stories.

Deliverables

The following deliverables will be produced for the Vision Prototypes:

Table 6: Vision Prototype Deliverable

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
10	Vision Prototypes	Summary of all conceptual prototypes created in Vision Phase	Month 2

Security Extensions (“SE”) (Component C)

The following changes, upgrades, and implementation will be performed throughout Phase IV to extend AMP’s Security capabilities and documented in a monthly **Security Extensions Summary Report**.

General Identity Management Extensions Activities

- Rebuild IDM12c in Sandbox
- Consolidate to fewer IDM12c stacks in OCI to reduce administration and maintenance as mutually agreed.
- Centralize management of test accounts as mutually agreed.
- Design and develop a solution to set password for newly created accounts in PSTST only.
- Provide additional SSL for FMW app domains.

- Extend support for data security for personally identifiable information (PII) across the entire AMP product set, including WebCebter Content, as mutually agreed.
- Implement AMP standard security for environments being built in OCI as part of Services (Production, Stage, Disaster Recovery).
- Enhance approval workflows for role-assignment requests to dynamically select chief for beneficiary.
- Execute one Role-Assignment Certification Campaign in Production.
- Implement 2-factor Authentication for AMP.
- Deploy latest IDM 12c bundle patch to all OCI environments.
- Redesign AMP IDM solution to support Assessor's planned migration of Microsoft Active Directory to Azure.
- Implement management of database user accounts using OIM and the Database User Management connector as mutually agreed and based on the availability of the connector.
- Extend AMP security with up to 100 additional enterprise roles.
- Configure AMP web service endpoints to accept requests from authorized clients for all AMP Web Services for which OWSM policies are configured.
- Enable virus detection for WCC and block infected files
- Federate AMP security with up to three (3) applications from other LAC departments where AMP security is the Identity Provider based on SAML 2.0.
- Implement 2-node clusters for IDM12c in the following environments: ADEV, ADEV2, PSDEV TRN.
- Implement Identity Audit tracking and up to two (2) Audit reports.
- Rework mapping of account deletions from Active Directory to Inactivating Accounts in OIM and exclude deletion of System accounts (accounts not used by people)..
- Review and modify account history policy reflect Your archive requirements.
- Provide security patterns needed to integrate AMP standard security with Customer Self Registration ("CSR") and to support development in VBCS and/or JET.
- Design and configure required integration with the IDM security stack for support of JET as mutually agreed.
- Upgrade and patch OHS and WebGates to match WebLogic 12c versions.
- Configure access policies in BIP to restrict Security Report access to a separate enterprise role.
- Upgrade and/or update all SSL certificates that are expiring by 1 July, 2020.
- Implement SSL from OIM Connector Server to Assessor AD Data Centers and to ISD Hosted AD Data Centers based on previously-defined Bronze, Silver, and Gold security account security definitions.
- Extend usage of source code control for all Security Configuration Artifacts where feasible.

Database Security Extensions Activities

- Database Vault:
 - Expand coverage to include ADR service accounts and schemas.
 - Implement Database Vault for ADR in PSTST and all new OCI environments.
 - Implement Database Vault monitoring in environments as mutually agreed.
- Oracle Key Vault:
 - Upgrade OKV appliances to latest version and patches as mutually agreed.
 - Extend OKV implementation to include OCI DR Database.
 - Implement OEM monitoring for OKV.
 - Migrate OKV appliances to OCI
- Audit Vault Database Firewall (“AVDF”):
 - Upgrade AVDF appliances to latest version and patches as mutually agreed.
 - Migrate AVDF appliances to OCI.
 - Investigate and implement AVDF for OCI using Host-Monitor mode as mutually agreed.
 - Assess and estimate the use of AVDF in Proxy Mode with High Availability as an alternative for Host-Monitor Mode. Assessment will assume that the proxy would be initially configured in Data Access Monitoring mode but could later be changed to Blocking mode.
 - Extend AVDF configuration to include DR Database.
 - Design and configure up to 10 AVDF policies.
- Audit Policies:
 - Increase unified audit trail record retention policy for all AMP databases (ADR, FMW, WCC, IDM, and OEM) in the STAGE, PSTST, PROD and DR environments as mutually agreed.
- Data Safe:
 - Configure risk analysis reporting for data, users and configurations.
 - Implement data masking for ADR sensitive data.
 - Develop monitoring procedures and implement for AMP DB security team usage as mutually agreed.
 - Assess the capabilities of Data Safe versus Audit Vault Database Firewall for AMP database monitoring and auditing and provide a comparison for Assessor’s review.

General Security Activities

- Implement AMP standard DB security for all AMP databases in new OCI Stage, Production, DR, and ADW Production/Non-production environments as mutually agreed.
- SE design and implementation will be executed by the resources assigned to the Security team.

Deliverables

The following deliverables will be produced for the Security Extension activities:

Table 7: Security Extensions Deliverables

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
11	Security Extensions Summary	Monthly Summary of Security Extension Activities and Accomplishments	Month 1-15

Release 20.A Transition

Transition Phase - This phase shall provide activities for production rollout of Your code. Oracle will support Your testing and migrate the functionality designated for 20.A into production.

Prior to the start of Testing, You will provide a test plan to Oracle for review. This test plan will be mutually agreed to and included in the Transition Report.

The Transition Activities will be bound by the following:

Table 8: Release 20.A Transition and Production Activities

Test Type	# of Test Sprints	Sprint Duration
LACA Testing Support	2	1 week

Deliverables

The following deliverables will be produced for Release 20.A:

Table 9: Release 20.A Deliverables

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
12	Release 20.A Transition Report	Summary Report of output from testing	Month 3
13	Release 20.A Production Report	Summary Report of output from production	Month 4

Release 20.B Scope and Deliverables

The objective of this release is to track remaining Assessor processes in GCM. This will allow Your Time and Volume Reporting ("T&V") system to be retired. The minimum requirement for T&V retirement is to track activities related to the processes that are not yet covered in AMP.

Retiring T&V requires implementation of three units of functionality:

- GCM Bridge.
- Work Units & Activities to support the new processes.
- External Interfaces to "harvest" work units and activities from external systems.

GCM Bridge

The GCM Bridge will provide a framework to allow an external interface to create work units based on the GCM Framework and to create activities on those work units. The core functionality to provide both of these features already exists in AMP. The requirement for GCM Bridge is to provide a service interface for these functions that supports the data available to the External Interfaces.

Work Units and Activities for Remaining Processes

Create generic process templates for all processes that will not be implemented in AMP prior to 20.A. This will leverage and extend the Universal Case Management (“UCM”) feature developed during AMP Phase III to create “generic” UCM processes for the Major Business Processes listed below and, if necessary, define new activities to reflect activities in these external systems. These processes are currently scheduled for a full implementation as part of Release 21.A which will replace the UCM-based bridge implementation described in this section.

- Parcel Change
- Change of Ownership (Transfers based on PTS System)
- Decline in Value (DIV System)
- Major Exemptions
- Assessment Appeals
- Possessory Interest
- Personal Property (Canvass)
- Extend the New Construction Work Unit configuration and list of tracked activities as needed for support of Your third-party mobile site visit application.
- Define and track activities for the following processes that were developed in prior phases and releases:
 - Mailing Address Change
 - Proposition 58/193
 - Public Service Requests (“PSR”)
 - Property Data Change Request (“PDCR”)
 - Remaining Legacy Processes that need to be supported via UCM.

Develop External Interface Framework for Activity Tracking

There are ancillary systems like Titan (Deed information), PTS (Paperless Transfer System), and DIV (Decline in Value) which will continue to exist in Phase IV. The activities that happen in these systems need to be tracked in GCM. The framework will create a special type of UCM process that will be used merely for tracking activities. The framework will support the following services:

- Create a UCM process of the appropriate category and subcategory when a business event is identified by any of the system interfaces using the framework.
- Create Activities related to the UCM process when such activities are identified by any of the system interfaces using the framework.
- Mark the UCM process as complete when a business event is recognized as being completed by any of the system interfaces using the framework.
- Identify the mappings that will be included in Release 21.A for data updates.

The following system interfaces will be designed, developed, and tested to provide activity tracking using this framework:

- AMP to/from Legacy Data Warehouse (“LDW”) - This will be a bi-directional data interface used to move data and recognize activities for the Paperless Transfer/Decline in Value System (“PTS/DIV”), and Titan (Deed Processing System).). When an update to LDW (which is a Microsoft SQL*Server database) reflects activities that have been executed in one of these systems (Transfer recorded, status updates), this interface will capture and record those activities. AMP will also need to populate LDW with property data.
- AMP to/from IDEX - This is a bidirectional interface to the Assessment Appeals Board’s data exchange used to provide base property data to support Appeals review and to gather the results (including assessment changes) from the Appeals Board.
- AMP from Major Exemptions Database - The Major Exemptions Database (“MEDB”) is an external system based on Microsoft SQL*Server and .NET technology that used for processing Major Exemptions claims (Home Owners Exemptions, Regular Veterans Exemptions, Disabled Veterans Exemptions, Church Exemptions, Religious Exemptions, Welfare Exemptions, Lessor Exemptions, Cemetery Exemptions, and Consulate Exemptions). The Exemptions workflow will continue to primarily be executed in MEDB, but the interface will allow activities to be created in AMP to reflect the status of work being executed in MEDB.
- AMP from HOX (Homeowners Exemption) System - HOX is an external system similar to MEDB that is based on Microsoft SQL*Server and .NET technology. As with MEDB, the Homeowners Exemption business process will continue to be executed in HOX and this interface will allow activities to be created in AMP to reflect the status of work being executed in HOX.
- AMP from PIDBMS - The Possessory Interest Database Management System (“PIDBMS”) is an external Visual Paradox application with a Microsoft SQL*Server database that is used for all aspects of Possessory Interest eligibility and assessment determination. The PIDBMS interface will need to exchange data between PIDBMS and AMP and create activities in AMP to reflect the state of work in PIDBMS.
- AMP to DIV - The PTS and DIV systems, mentioned earlier, share the same SQL*Server database. Interfaces are need between AMP and both the DIV and PTS data in the common databases.
- AMP from APS - Assessor has a .NET application that provides support for “Assessor Public Service”; this is actually work done by Assessor staff as a direct result of a contact. AMP needs an interface to APS to capture activities.
- AMP from PCDL - PCDL is also a .NET/SQL*Server application that is used to initiate parcel change events. PCDL identifies the Parcel Change type (Create, Split or “cut”, and Merge) as well as identifying the original parcel (if needed), target parcel(s), and identifiers to any new parcels, and copying some non-value attributes to all new parcels.

To accomplish the functionality described for Release 20.B the following scope is estimated:

Table 10: Prior Phase AMP processes to GCM and Data Interfaces Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories, acceptance criteria. Sprint planning for GCM Bridge	2 Elaboration Workshops

Phase	Tasks	Workshops/Story Points
TDD Phase	Creating and grooming user stories, acceptance criteria. Sprint planning for prior phase AMP Processes	2 Elaboration Workshops
	Elaboration for Data Interfaces	6 Elaboration Workshops
	Design, test cases, development, demo of GCM Bridge	40 story points
	Design, test cases, development, demo of prior phase AMP processes	100 story points
	Design, test cases, development, demo of data interfaces	272 story points

Deliverables

The following deliverables will be produced for the GCM Bridge activities:

Table 11: Prior Phase AMP processes to GCM and Data Interfaces Deliverables

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
14	GCM Bridge Elaboration Summary	Summary of Elaboration deliverables for GCM Bridge	Month 2
15	GCM Bridge TDD Summary	Summary of TDD deliverables for GCM Bridge	Month 3
16	Prior Phase AMP processes to GCM Elaboration Summary	Summary of Elaboration deliverables for Prior phase AMP processes to GCM	Month 2
17	Prior Phase AMP processes to GCM TDD Summary	Summary of TDD deliverables for Prior phase AMP processes to GCM	Month 3
18	Data Interfaces Elaboration Summary	Summary of Elaboration deliverables for data interfaces	Month 2
19	Data Interfaces TDD Summary	Summary of TDD deliverables for data interfaces	Month 3

Conduct Release 20.B Transition and Production

- Transition Phase - This phase shall provide activities for readiness of the release for production rollout (SIT, 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 release.

The Transition Activities will be bound by the following:

Table 12: Release 20.B Transition Phase Activities

Test Type	# of Test Sprints	Sprint Duration
SIT (incl. Remediation)	3	2 weeks
Performance Testing (incl. remediation)	2	1 week
UAT (incl. remediation)	2	2 weeks

Deliverables

The following deliverables will be produced for **Release 20.B**:

Table 13: Deliverables for Release **20.B** Transition Phase Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
20	20.B Transition Phase Summary Report	Summary of output from testing activities for Release 20.B	Month 5
21	20.B Production Phase Summary Report	Summary of output from Production Support activities for Release 20.B	Month 6

Release 20.C Scope and Deliverables

This release will include creation/migration of new environments (STAGE, PROD and DR) in/to Oracle Cloud Infrastructure (OCI) and also include the implementation of Oracle Enterprise Manager (OEM) and Oracle Application Testing Suite (OATS) in OCI.

Migrate STAGE, PROD and DR from LAC ISD to OCI (Component B)

- Implementation planning and preparation for target Oracle OCI environment:
 - Review LACA Oracle Cloud Bill of Materials and validate LACA Oracle cloud tenancy.
 - Review LACA target OCI environment requirements including, but not limited to:
 - A written target OCI Cloud Deployment Design Document (CD3);
 - A high-level OCI implementation work plan for deploying LACA target OCI environment.
 - Application and virtual machine (“VM”) workload;
 - Infrastructure including compute, network, and storage;
 - Backup and recovery;
 - High Availability and Disaster Recovery, including DR failover and failback testing;
 - Systems management and monitoring;
 - Security
- Implement the target Oracle OCI environment to include:
 - Provisioning, migration, and configuration of VM images including:
 - Network Provisioning including, but not limited to, any or all of the following OCI IaaS Services as mutually agreed: internet gateways, dynamic routing gateways, compartments, virtual cloud networks, and web application firewall.
 - Subnets, routing, security lists and rules for Stage, Prod and DR.
 - Load Balancer provisioning and configuration.
 - Provision and configure load balancer for Stage, Prod and DR
 - Migration.
 - Storage migration (block volume and NAS) for Stage, Prod and DR.
 - DB migration for Stage, Prod and DR.
 - Provisioning.
 - Replication.
 - Setup replication from Prod to DR.
 - Automated backups as designed for all storage cloud services and DB.
 - Implement IDM12c using the latest patch set.

- Install and configure of all required AMP software as of AMP Release 20.B.
 - Deploy AMP code, data, and configurations to new Stage, Prod and DR environments.
 - Install and/or update Oracle HTTP Server software and WebGates as mutually agreed.
 - Conduct environment and performance testing.
 - Conduct Production cutover.
 - Provide a production runbook and DR failover/failback runbook
- Perform technology upgrades, as determined by mutual agreement by You and Oracle.

Deliverables

The following deliverables will be produced for the tasks above

Table 14: Deliverables for Migration from LAC ISD Data Center to OCI

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
22	Cloud Deployment Design Document	Summary of Elaboration deliverables for Migration	Month 5
23	Migration strategy and summary document	Document migration strategy and migration summary	Month 7

Implement OEM and OMC on OCI

This includes the following high level tasks related to the migration of the existing OEM monitoring infrastructure from LACA's ISD Data Center to OCI and providing an initial implementation of Oracle Management Cloud ("OMC"), including (but not limited to):

- Set up OEM in OCI using the same deployment architecture as is used for the existing on-premise OEM installation in ISD.
- Deploy management agents
- Discover database targets
- Discover FMW targets
- Deploy and configure Golden Gate plug-in
- Deploy and configure AVDF plug-in
- Deploy and configure additional Plug-ins (Systems Infra, Beacon)
- Set up monitoring and notifications with incident rules
- Configure and setup JVM diagnostics
- Evaluate OMC Enterprise Edition and Log Analytics features
- Design and configure initial OMC/Log Analytics features in environments as mutually agreed.

Conduct Release 20.C Transition and Production

- Transition Phase - This phase shall provide activities for readiness of the release for production rollout (including System Integration Testing ("SIT"), 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 release.

The Transition Activities will be bound by the following:

Table 15: Release 20.C Transition Phase Activities

Test Type	# of Test Sprints	Sprint Duration
UAT (incl. Remediation)	3	2 weeks
Performance Testing (incl. remediation)	2	1 week

Deliverables

The following deliverables will be produced for the tasks above

Table 16: Deliverables for Release 20.C

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
23	Release 20.C Transition Phase Summary Report	Summary of output from testing activities for Release 20.C	Month 7
24	Release 20.C Production Phase Summary Report	Summary of output from Production support activities for Release 20.C	Month 7

Release 21.A Scope and Deliverables

Release 21.A is the primary release for Phase IV and includes the core functionality needed to retire the mainframe-based legacy systems, including PDB. When 21.A is released into production and accepted, AMP will become the system of record for Assessed value. The release includes:

- Implementation of a number of major business processes for both secured and unsecured property.
- Full implementation of data interfaces for survivor systems (as described in 20.B).
- Refactoring of existing user interfaces and data services to support direct value updates to ADR.
- Extension of AMP functionality to support mainframe transactions to the Auditor Controller and from the Treasurer/Tax Collector systems.
- Extension of AMP functionality for Roll Support.
- Implementation of functionality in AMP needed to retire an additional 28 legacy systems.

The release ends with an extended testing process, for which additional validation artifacts will need to be created ("Cutover Support"), followed by transition and production services. After 21.A is released, LACA will be able to complete the retirement of its mainframe hardware.

The following sections describe each of these areas in detail.

Correspondence

Phase IV will add the requirement for creating Correspondence to support System Notices. Phase IV will need to design a framework for creating system notices (in Portable Document Format

[PDF]) in AMP and implement required Correspondence types. Since the precise Correspondence is not yet defined, Phase IV assumes that not more than two (2) correspondence items will be implemented.

Design and development of Correspondence is defined by the following:

Table 17: Correspondence Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories, acceptance criteria. Sprint planning for Correspondence.	2 Elaboration Workshops
TDD Phase	Design, test cases, development, demo of Correspondence Framework	20 story points
	Design, test cases, development, demo of up to two (2) Correspondence Items	4 story points

Deliverables

The following deliverables will be produced for the above:

Table 18: Deliverables for Correspondence

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
25	Correspondence Elaboration Summary	Summary of Elaboration deliverables for Correspondence.	Month 9
26	Correspondence TDD Summary	Summary of TDD deliverables for Correspondence.	Month 11

Major Business Process – Secured Property – Parcel Change

Parcel Change includes creating, splitting, and merging new and existing parcels. Each of these three main functions also requires the ability to maintain (create, edit, and/or logically delete) all parcel data that is already accessible in AMP and adds the following features for each function:

- Create parcel: assign new Assessor Identification Number (AIN) and create new required parcel data.
- Split Parcel: select an existing parcel (source parcel) and determine how many new (target) parcels will be created. Edit the source parcel data and create new required parcel data for each target parcel. Apportion existing appraised values, assessed values, and exemption amounts across source and target.
- Merge Parcels: identify two or more parcels to be merged and which parcel will contain the merged (target) state. Edit parcel data as needed and merge all value components into the target. Logically delete the non-target parcels whose state has been merged.

The decision about which parcel change use case is being executed, as well as the assignment of legal descriptions and AINs are done in Your PCDL System. The data will be provided through the interface developed in 20.B. Parcel Change also requires determination of eligibility for re-assessment. If eligible, the assessment will leverage existing appraisal and assessment functionality in AMP.

The custom functionality for Parcel Change described above is delivered as follows:

Table 19: Parcel Change Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	5 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	253 story points

Deliverables

The following deliverables will be produced for Parcel Change:

Table 20: Deliverables for Parcel Change Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
27	PC Elaboration Summary	Summary of Elaboration deliverables for Parcel Change	Month 6
28	PC TDD Summary	Summary of TDD deliverables for Parcel Construction	Month 8

Major Business Process – Secured Property – Change of Ownership (Transfers)

The Transfer Business Event is triggered when a Deed change is recorded in the Assessor's TITAN system. Primary Deed information maintenance is done in TITAN until Assessor Staff determines whether the Deed Change is an assessable event. The primary process of Transfer appraisal and assessment is done within the Assessor's Property Transfer System (PTS). After the base transfer event is processed, Assessor Staff determine if the parcel could be eligible for exemptions and, if so, start a process in the Exemptions System.

For Phase IV, the primary processing for Transfers will remain in the TITAN and PTS systems; the interfaces with these systems will be provided by the LDW interface delivered in release 20B. This functionality will replace the GCM Bridge process defined in 20B with a more fully-featured GCM Process including extending the data interface to include value and non-value data updates.

If the deed filing does not include the new owner's Preliminary Change of Ownership Report (PCOR), this process must create one as a turnaround document (document to be completed by the homeowner and returned to Assessor). If the completed report is not received within a defined period (45 days currently), the homeowner will be assessed a penalty.

The custom functionality for Transfers will be delivered by the following:

Table 21: Transfer Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	113 story points

Deliverables

The following deliverables will be produced for Transfers:

Table 22: Deliverables for Transfer Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
29	Transfer Elaboration Summary	Summary of Elaboration deliverables for Transfers	Month 6
30	Transfer TDD Summary	Summary of TDD deliverables for Transfers	Month 8

Major Business Process – Secured Property – Decline in Value

A property can be deemed eligible for a Decline in Value (DIV) assessment if Assessor Staff identify a substantial reduction in market value (e.g. mortgage crisis), as a result of a misfortune or calamity event, or due to a homeowner DIV claim or Assessment Appeal. Once a parcel has been determined to have a DIV, it is reassessed annually via the DIV process until the assessed value equals or exceeds the original pre-DIV valuation with appropriate trending.

The primary work of appraisal and assessment for DIV is done in the Assessor's DIV system (which is actually part of the PTS system). The interface to the DIV/PTS system will be provided by the LDW interface delivered in 20B. This functionality will replace the GCM Bridge process delivered in 20.B with a more fully-featured GCM process including extending the data interface to include non-value and value data updates.

The custom functionality for DIV will be delivered as follows:

Table 23: DIV Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	41 story points

Deliverables

The following deliverables will be produced for Parcel Change:

Table 24: Deliverables for DIV Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
31	DIV Elaboration Summary	Summary of Elaboration deliverables for DIV	Month 6
32	DIV TDD Summary	Summary of TDD deliverables for DIV	Month 8

Major Business Process – Secured Property – Major Exemptions

Assessor has a specialized staff that handles the determination of eligibility for major exemptions (listed in the GCM Bridge Strategy entry for Major Exemptions in 20B). This unit uses a custom .NET system called the Major Exemptions System / Major Exemptions Database (MEDB).

The interface for MEDB will be delivered in Release 20.B. This functionality delivers a full GCM process implementation of the GCM Bridge Strategy functionality partially delivered in Release 20.B, including extending the data interface to include non-value and value data updates.

The custom functionality defined above will be delivered as follows:

Table 25: Major Exemptions Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	52 story points

Deliverables

The following deliverables will be produced for Major Exemptions:

Table 26: Deliverables for Major Exemptions Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
33	Major Exemptions Elaboration Summary	Summary of Elaboration deliverables for Major Exemptions	Month 6
34	Major Exemptions TDD Summary	Summary of TDD deliverables for Major Exemptions	Month 8

Major Business Process – Secured Property – Assessment Appeals

The Assessment Appeals Board (AABS) is responsible for reviewing assessment appeals and identifying any adjustments that are needed to an assessed value as a result of the assessment hearing process. During the preparation for an assessment hearing, Assessor Staff does work to review parcel data and assessment quality for the parcel(s) being appealed, and to print a “review packet” of parcel information to support the appeals hearing; after the appeal, the entire collection of board member hearing notes is scanned and the assessment determination and any modified assessed values are entered into IDEX.

The interface to and from the AABS will be provided by the IDEX interface delivered in Release 20.B. This functionality will provide a full GCM process implementation of the GCM Bridge Strategy functionality partially delivered in Release 20.B, including extending the data interface to include non-value and value data updates.

The custom functionality for Assessment Appeals will be delivered as follows:

Table 27: Assessment Appeals Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	52 story points

Deliverables

The following deliverables will be produced for Assessment Appeals:

Table 28: Deliverables for Assessment Appeals Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
35	Assessment Appeals Elaboration Summary	Summary of Elaboration deliverables for Assessment Appeals	Month 7
36	Assessment Appeals TDD Summary	Summary of TDD deliverables for Assessment Appeals	Month 8

Major Business Process – Secured Property – Possessory Interest & Special Assessments

A considerable amount of land in LA County is owned by public entities (such as the City of Los Angeles or the County) and is non-taxable. However, these entities often lease space in their parcels to private concerns for business activities; if these activities exceed a specific revenue threshold, then the business is determined to have a Possessory Interest (PI) in part of the parcel. Since the actual parcel is tax exempt, You assign a “special” (or fictitious) AIN to reflect the PI.

The primary activities for appraising and assessing PI is done by You in a Visual Paradox system called the PI Data Management System (PIDBMS). This system uses a SQL*Server database. The interface to PIDBMS will be delivered in Release 20.B. This functionality is to provide a full GCM Process implementation for PI, including extending the data interface to include non-value and value data updates.

This functional area also includes support for the following other Special Assessments:

- Natural Resources
- Manufactured Housing
- Impairments
- Restricted Use
- Section 11
- Mills Act

The custom functionality for PI will be delivered as follows:

Table 29: PI Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	51 story points

Deliverables

The following deliverables will be produced for PI:

Table 30: Deliverables for PI Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
37	PI Elaboration Summary	Summary of Elaboration deliverables for PI	Month 7
38	PI TDD Summary	Summary of TDD deliverables for PI	Month 9

Cross Reference

There are a number of cases where an AIN is linked to a “special” AIN which reflects the relationship between an actual, tangible parcel and an assessable asset linked to that parcel. One example of this is Possessory Interest (described in more detail later in this exhibit), which represents the assessable interest that can be created when a contract is issued to a business that is based on otherwise tax exempt public property. These assessable objects are tracked and reported on what is known as the Cross Reference Roll today.

The Cross Reference Roll is an artifact of the legacy system implementation. The “special” (or fictitious) AINs are reported simply to avoid creating conditional logic in the legacy systems to handle their specific functional requirements. During Phase IV, the intent is to model the requirements for these special parcels natively in AMP. It is possible that requirements will drive a decision to create an AMP version of the Cross Reference Roll.

The work in this section is to:

- Analyze the details of Cross Reference Roll behavior.
- Determine whether Cross Reference is needed in Phase IV.
- Either refactor Roll Support or implement Cross Reference Roll features according to the design.

This design will consider minor process re-engineering where such changes will simplify the work to be done. If the Vision Phase and/or Elaboration Workshops identify stories that are required for Cross Reference support, You and Oracle will mutually assess and manage the impact following the Project Management and Change Management processes outlines in this Exhibit.

The custom functionality described above for Cross Reference Roll support will be delivered as follows:

Table 31: Cross Reference Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	2 Elaboration workshops

Deliverables

The following deliverables will be produced for the Cross Reference component:

Table 32: Deliverables for Cross Reference Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
39	Cross Reference Elaboration Summary	Summary of Elaboration deliverables for Cross Reference	Month 7
40	Cross Reference TDD Summary	Summary of TDD deliverables for Cross Reference	Month 9

Major Business Processes – Unsecured Property - WIP Replacement

Unsecured property processing currently is distributed between AMP’s Property Statements functionality (delivered in phase 3) and an AS/400 system referred to as “Work in Progress” (WIP).

The business logic implemented by WIP primarily manages the work flow routing (such as if an address is changed, the work unit must be routed to Your clerical staff for address validation). The actual business rules are not documented. The TDD estimates for WIP are, therefore, supported by a pool of story points.

The custom functionality described above for WIP will be delivered as follows:

Table 33: WIP Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	8 Elaboration Workshops
TDD Phase	Design, test cases, development, demo	200 Story points.

Deliverables

The following deliverables will be produced for the WIP component:

Table 34: Deliverables for WIP Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
41	WIP Elaboration Summary	Summary of Elaboration deliverables for WIP	Month 7
42	WIP TDD Summary	Summary of TDD deliverables for WIP	Month 9

Major Business Processes – Unsecured Properties - Marine, Aircraft, and Leasing Support

Marine and Aircraft are unsecured property types that are not supported by WIP. Instead, all assessment activities for Marine and Aircraft are done manually and entered directly into the Unsecured Roll. Similarly, Leasing (Apartment Buildings and similar property types) are not supported by WIP and their valuations are done manually and entered direction into the Unsecured Roll.

These processes will be supported by UCM processes and the activities that are appropriate to track work done by Your staff, including the entry and maintenance of the assessed value.

The custom functionality described above for Marine, Aircraft, and Leasing support will be delivered as follows:

Table 35: Marine, Aircraft, and Leasing Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	16 story points

Deliverables

The following deliverables will be produced for the Marine, Aircraft, and Leasing component:

Table 36: Deliverables for Marine, Aircraft and Leasing Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
43	Marine/Aircraft/Leasing Elaboration Summary	Summary of Elaboration deliverables for Marine, Aircraft, and Leasing	Month 8
44	Marine/Aircraft/Leasing TDD Summary	Summary of TDD deliverables for Marine, Aircraft, and Leasing	Month 9

Major Business Processes – Unsecured Properties - Field Book Support (Canvassing)

Prior to the printing of annual property statements (Board of Equalization 571 forms), Your staff perform a field canvas of personal property locations. This canvassing is supported by a “field book”, which is a printed report of all known unsecured property addresses; the report includes blank lines in which new unsecured property can be hand-written as well as a place to indicate that a property previously reported for commercial activity appears to be unused.

AMP needs the ability to print field books, to logically delete property reported in prior years, and to create new property entries for the current year.

The custom functionality described above for Field Book support will be delivered as follows:

Table 37: Field Book Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	47 story points.

Deliverables

The following deliverables will be produced for the Field Book component:

Table 38: Deliverables for Field Book Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
45	Field Book Elaboration Summary	Summary of Elaboration deliverables for Field Books	Month 8
46	Field Book TDD Summary	Summary of TDD deliverables for Field Books	Month 9

Major Business Processes – Unsecured Properties - SDR and eFile Integration to Property Statement GCM

SDR and eFile are AS/400 based systems that are not slated for retirement as part of Phase IV. SDR is a state-wide system for entering Property Statements using a standard data entry format, and eFile is Your system supporting electronic filing of property statements. Once provided, these property statements follow the same process as scanned 571 forms.

AMP needs to provide interfaces to SDR and eFile to allow property statement data from those systems to flow into AMP and be correlated with the appropriate AMP Work Unit (or start a new work unit if the property was not previously identified).

The custom functionality described above for SDR and eFile support will be delivered as follows:

Table 39: SDR and eFile Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	20 story points.

Deliverables

The following deliverables will be produced for the SDR and eFile component:

Table 40: Deliverables for SDR and eFile Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
47	SDR/eFile Elaboration Summary	Summary of Elaboration deliverables for SDR and eFile	Month 8
48	SDR/eFile TDD Summary	Summary of TDD deliverables for SDR and eFile	Month 10

Major Business Processes - Update Transactions for Auditor Controller (AC) and Treasurer/Tax Collector (TTC)

The legacy parcel database system (PDB), which is a mainframe system, creates mainframe transactions to update value and non-value aspects of roll data in the AC's mainframe system. Depending on the business event, a different subset of update transactions may be required to create, update, or correct prior data, or to deactivate a prior billing impact.

Phase IV will leverage Your Job Entry Fast Feeder (JEFF) system as a proxy to submit these transactions to AC. JEFF is actually a secured data entry system that manages the interface with AC. AMP will determine, based on the business event creating the update, which transaction(s) need to be updated for all thirteen (13) AC transactions currently created by You. AMP will also provide an advanced activity to allow Assessor Staff to review prior transactions and manually correct or deactivate them, which will also create the appropriate update transaction.

This functional component also includes support for Notice Holds, Noticing, and ordering transactions ("packaging") to meet AC requirements.

The supported AC transaction types are:

- 500D
- 500N
- 500S
- 500U
- 520
- 530M
- 530S

- 535
- 540
- 545
- 550
- 570
- 580

Additionally, there is one update transaction from TTC to AMP, transaction 255.

The custom functionality described above for Update Transactions to AC will be delivered as follows:

Table 41: AC and TTC Transaction Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	6 Elaboration workshops
TDD Phase	Design, test cases, development, demo for AC transactions	536 story points
	Design, test cases, development, demo for TTC Transaction 255	20 story points

Deliverables

The following deliverables will be produced for the AC & TTC component:

Table 42: Deliverables for AC and TTC Transaction Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
49	AC and TTC Transactions Elaboration Summary	Summary of Elaboration deliverables for AC and TTC	Month 8
50	AC and TTC Transactions TDD Summary	Summary of TDD deliverables for AC and TTC	Month 10

Major Business Processes - Audit Pool Process

Annually, every Assessor in the State of California is required to audit a certain number of their largest commercial properties. Many of these properties are owned or operated by companies that are based in other Counties or other States, which requires travel costs to perform the audit. To manage travel costs, You support a multi-county consortium of Assessors in California. Each year, every participating County submits their list of out of state companies that need to be audited. These lists are collated and the Counties have a meeting to share the lists. Where out of state companies need to be audited by more than one County, the meeting determines which County will perform the audit and share its audit data.

AMP requires functionality to upload and extract the audit candidate lists for all participating Counties. This process is not fully defined and is supported as a pool of story points.

The custom functionality described above for Audit Pooling will be delivered as follows:

Table 43: Audit Pool Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	25 story points.

Deliverables

The following deliverables will be produced for the Audit Pool component:

Table 44: Deliverables for Audit Pool Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
51	Audit Pool Elaboration Summary	Summary of Elaboration deliverables for Audit Pooling	Month 8
52	Audit Pool Transactions TDD Summary	Summary of TDD deliverables for Audit Pooling	Month 10

Miscellaneous Legacy Systems

Many of the mainframe systems that are scheduled for retirement in Phase IV are actually mainframe “jobs” that produce reports or provide other functional components of end to end processes. You have spent considerable time creating and validating the catalog of these systems but do not currently have detailed functional definitions of each. The list of these systems is included in Table 44.

The work to replace these systems is represented in Phase IV as a pool of story points, since the systems cannot be accurately estimated.

The Elaboration process for Miscellaneous Legacy Systems will also be unique in two respects. First, the effort is allocated in the form of a pool - roughly 20% of the overall effort is assigned to this elaboration activity. Secondly, the Elaboration process will not include any business process improvement effort. Elaboration for Miscellaneous Legacy Systems will be limited to:

- Capturing required inputs, business rules, logic, validations, and outputs (collectively, “logic”).
- Determining how and where to implement the required logic.
- Creating User Stories to reflect the design of the required logic.

Process re-engineering will only be done where such effort can simplify the design and implementation of the logic.

The custom functionality described above for Miscellaneous Legacy Systems will be delivered as follows:

Table 45: Miscellaneous Legacy System Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Validating user stories and acceptance criteria; Sprint planning	See workshop counts per system in Table 44 “List of Miscellaneous Legacy Systems”

Phase	Tasks	Workshops/Story Points
TDD Phase	Design, test cases, development, demo	1,625 story points.

The following deliverables will be produced for the Miscellaneous Legacy Systems component:

Table 46: Deliverables for Miscellaneous Legacy System Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
53	Miscellaneous Legacy System Elaboration Summary	Summary of Elaboration deliverables for Miscellaneous Legacy Systems	Month 9
54	Miscellaneous Legacy System TDD Summary	Summary of TDD Deliverables for Miscellaneous Legacy Systems	Month 10

For the purpose of this section, the following table lists Your systems that are assumed to be included in the pool of story points. The System Names and Reference Numbers are based on information provided by Your staff. This list does not include systems listed under GCM Bridge (which will be bridged and remain in production) nor does it include systems that are wholly included under Roll Support.

Table 47: List of Miscellaneous Legacy Systems

Ref No.	System Name	No. of Workshops
12	Church/Welfare Reports [ASSW]	3
13	Community Redevelopment Act (CRA Tracking System)	3
33	Homeowner Audit [ASHA]	3
34	Homeowner Exemption Claims [ASHP]	2
37	Invalid TRA List [ASCR]	3
40	Landlord System [ASSH]	3
51	Mapbook Tax Rate Area	1
52	Miscellaneous Ad-Hoc Applications	4
53	Miscellaneous Pre-Print	8
63	Parcel Change Year-End Update [ASPC]	2
73	Property Database Annual Roll Create, Housecleaning, and Trending [ASED,ASEP]	4
74	Property Database Mid-Year Housecleaning [ASED,ASEP]	3
76	Property Database Retrending [ASED,ASEP]	3
77	Property Database Secured Basic File Create [ASED,ASEP]	3
78	Property Database Update [ASED,ASEP]	3
82	Public Owned Parcels [ASDS]	2
87	Secured Batching [ASST]	3
88	Secured Data Entry System	8
89	Secured Local Roll [ASSL]	3

Ref No.	System Name	No. of Workshops
90	Secured Posting [ASSP]	3
91	Secured Valuations [ASSV]	3
93	Statute of Limitations [ASEP]	3
96	Tax Rate Area Processing System	6
99	Unsecured Personal Property System	3
100	Unsecured Proration System (UPS)	4
101	Veteran Claims [ASVD]	3
102	Weed Abatement	1
104	Zoning	1

Roll Support

Roll Support Extensions

Phase III provided an initial implementation of Roll Support features. However, in Phase III, PDB remained the System of Record for roll data. All updates to Roll Data were written to the PDB staging area, imported into PDB, validated, and then synchronized back to the AMP Data Repository (ADR).

After Phase IV, AMP becomes the system of record for roll data. This will require a series of changes:

- PDB update transactions will be removed.
- All data updates will be made directly to ADR and all business rules will be refactored to work on ADR data. This will include refactoring of and extensions to Components 3, 8, 12 and Roll Support as delivered in prior phases.
- AMP business logic will be extended to include additional Roll Support processes such as Support for the Window Period, Creating Roll being Prepared, Trending / de-trending / re-trending of base values, and Roll Closure.
- Support billing runs for prior and current year impacts.

While some of these functional elements are well-defined and can be estimated, many are simply implemented in PDB (or mainframe batch jobs) and not documented in any way. Roll Support Extensions for Phase IV will be supported by a pool of story points.

Table 48: Roll Support Extensions Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	8 Elaboration workshops
TDD Phase	Design, test cases, development, demo	500 story points.

The following deliverables will be produced for Roll Support Extensions:

Table 49: Deliverables for Roll Support Extensions Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
55	Roll Support Extensions Elaboration Summary	Summary of Elaboration deliverables for Roll Support Extensions	Month 9
56	Roll Support Extensions TDD Summary	Summary of TDD deliverables for Roll Support Extensions	Month 10

Split Roll

You are preparing for the possibility that a State of California ballot initiative called “Split Roll” will be passed. In planning for this potential event, You have included Split Roll support as part of Phase IV. Under the terms of California Proposition 13, most property in California is only eligible for re-assessment when specific events occur (such as a change of ownership). Split roll, as currently written, would require that commercial property be assessed every three years.

There are a number of potential strategies for implementing split roll support for Phase IV. Your strategy will be established during the Vision phase. TDD estimates are represented as a pool of story points.

The custom functionality defined above will be delivered as follows:

Table 50: Split Roll Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	80 story points.

The following deliverables will be produced for Split Roll:

Table 51: Deliverables for Split Roll Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
57	Split Roll Elaboration Summary	Summary of Elaboration deliverables for Split Roll	Month 9
58	Split Roll TDD Summary	Summary of TDD deliverables for Split Roll	Month 10

Projected Roll

Your staff creates data extracts on demand during the year to support various roll projection activities. These extracts are executed as ad-hoc queries and exported to Excel for modeling.

For Phase IV, this approach will be continued, although most (if not all) of the queries will be supported by database views executed against secondary database instances and similar approaches to minimize database impact.

The custom functionality defined above will be delivered as follows:

Table 52: Projected Roll Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	60 Story points.

The following deliverables will be produced for Projected Roll:

Table 53: Deliverables for Projected Roll Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
59	Projected Roll Elaboration Summary	Summary of Elaboration deliverables for Projected Roll	Month 9
60	Projected Roll TDD Summary	Summary of TDD deliverables for Projected Roll	Month 10

Roll Information Products

Your staff have a number of processes to create output from the roll data for reconciliation and balancing reports (comparing Assessor data to AC data). This list is not fully defined and will be supported by a pool of story points. This area includes the creation of the primary file-level extracts (Secured Basic File or SBF) for the Secured Property Roll, the Unsecured Property Roll (Future Year, Current Year, and Prior Year billing runs), and the Cross-Reference Roll (also SBF format). While Phase IV scope is written to eliminate the need for a separate Cross Reference Roll, the data interface with AC will continue to require a separate SBF for properties that would previously have been included on the Cross Reference Roll.

The custom functionality defined above will be delivered as follows:

Table 54: Roll Information Product Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	4 Elaboration workshops
TDD Phase	Design, test cases, development, demo	100 story points.

The following deliverables will be produced for Roll Information Products:

Table 55: Deliverables for Roll Information Product Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
61	Roll Information Products Elaboration Summary	Summary of Elaboration deliverables for Roll Information Products	Month 6
62	Roll Information Products TDD Summary	Summary of TDD deliverables for Roll Information Products	Month 10

Exceptions

Update transactions for AC occasionally fail to execute. These errors sometimes occur in a way that allows Your staff to immediately determine that the transaction has failed. When such a transaction error is identified, Your staff needs to save the failed transaction and whatever information is available about the error so that it can be reviewed by AC and Your respective staffs. This review process will be reflected as a Work Unit. The review can result in the transaction being resubmitted as-is or handled by some other type of action; either decision completes the Work Unit.

The custom functionality defined above will be delivered as follows:

Table 56: Exceptions Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	62 story points

The following deliverables will be produced for Exceptions:

Table 57: Deliverables for Exceptions Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
63	Exceptions Elaboration Summary	Summary of Elaboration deliverables for Exceptions	Month 6
64	Exceptions TDD Summary	Summary of TDD deliverables for Exception	Month 10

Miscellaneous Extensions (“ME”)

The following are functional and technical extensions to AMP to be delivered in Release 21.A.

Change of Mailing Address (Component 6) (“C6”)

Work on C6 was started in a prior AMP phase. In Phase IV, the implementation of integration with Signix (Your third-party digital signature solution) will be completed so that C6 can be deployed and made available to the Public. C6 also requires that AMP’s notification framework, the user interface for notifications, and the status check user interface be refactored as needed to support public access.

Deployment of C6 for public access will leverage the existing ISD DMZ.

Global Search

AMP has a need for generic search capability that includes documents and may also extend to some other types of web content. During Phase IV, You need to establish the requirements for global search capability. Based on those requirements, Oracle will establish an architecture for implementing global search, based on WebCenter Portal’s Elastic Search feature or some other approach.

Parcel Data Change Requests (“PDCR”) Available to the Public

Prior phases of AMP delivered Component 5 (“C5”), PDCR. The effort will make this component accessible to the Public.

Additional WebCenter Content Profiles for Non-Property Related Documents

During Phase IV, Oracle will create up to two (2) profiles in WebCenter Content for non-Property related documents.

Establish Reporting Database

You are using a dedicated schema in the ADR Database Instances for holding reporting data, currently limited to Activity Tracking information. Phase IV will extend reporting requirements by adding Roll Information Products (currently managed primarily as ad hoc data extracts) and, potentially, other reports currently being produced by Legacy Systems being retired in Phase IV.

Oracle will provision one non-production and one production instance of ADW and replicate all ADR data (including activity tracking) to these ADW instances using Active Dataguard (or other technology as mutually agreed) without creating any new schemas, tables, or views. The work will be done by OCI Administrative Staff (as described under “Environment Support”).

The following activities will be executed for this custom functionality:

Table 58: Miscellaneous Extensions Activities

Phase	Tasks	Workshops/Story Points
Elaboration Phase	Creating and grooming user stories and acceptance criteria; Sprint planning	2 Elaboration workshops
TDD Phase	Design, test cases, development, demo	75 story points.
	Design, test cases, development, demo for WebCenter Content Profiles	2 story points

The following deliverables will be produced for Miscellaneous Extensions:

Table 59: Deliverables for Miscellaneous Extensions Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
65	Miscellaneous Extensions Elaboration Summary	Summary of Elaboration deliverables for Roll Information Products	Month 6
66	Miscellaneous Extensions TDD Summary	Summary of TDD deliverables for Roll Information Products	Month 10

Re-factoring

This section describes the provisioning of additional story points to support refactoring of code being developed in Phase IV due to the iterative and agile nature of the development process being followed for the overall AMP project. These additional story points will be used as needed for development across the different releases in scope for Phase IV and can be considered a “pool” of story points to support ongoing refactoring efforts.

Table 60: Story Points Available for Re-factoring

of Story Points
666

Cutover Support

The Vision Phase will identify the strategy for validating AMP Release 21.A prior to transition. This strategy is expected to include the reports, extracts, and other artifacts that will be used as part of validation. Many of these artifacts are likely to be extensions of modifications to other artifacts already delivered during Release 21.A for Roll Support or Roll Information Products. A pool of story points is provided to support creating all required Cutover artifacts.

Table 61: Story Points Available for Creating Cutover Artifacts

of Story Points
60

Conduct Release 21.A Transition and Production

- Transition Phase - This phase shall provide activities for readiness of the External Release for production rollout (including SIT, UAT, Performance Testing, Cut-Over Planning, and Production Migration).
- Production Phase – This phase shall provide Release Closure and 1 calendar month Post Production Support activities for External Release.

The Transition Activities will be bound by the following:

Table 62: **Release 21.A** Transition Phase Activities

Test Type	# of Test Sprints	Sprint Duration
SIT (incl. Remediation)	2	2 weeks
Performance Testing (incl. remediation)	2	1 week
UAT (incl. remediation)	2	2 weeks

The following deliverables will be produced for the above:

Table 63: Deliverables for Release 21.A Transition Phase Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
67	21.A Transition Phase Summary Report	Summary of output from Testing Activities for Release 21.A	Month 14
68	21.A Production Phase Summary Report	Summary of output from Production Support Activities for Release 21.A	Month 15
69	Project Closeout Report	Report of project closeout activities	Month 16

3. FP Deliverables

Services performed by Oracle under this Fixed Price exhibit shall be for the purpose of providing the following deliverables:

Table 64: Summary of AMP Phase IV FP Deliverables

#	Deliverable Name	Deliverable Description	Expected Delivery Month
1	Phase IV Project Inception	Tasks to establish the project including a project kickoff presentation	Month 1
2	Initial PWP	Initial Project Work Plan	Month 1
3	PMP	Project Management Plan for Phase IV	Month 2
4	Updated Technical Architecture Document - Months 2 to 16	Updated LACA Technical Architecture Document that has been created and maintained since Phase 1	
4.1	Updated Technical Architecture Document - Month 2	Updated LACA Technical Architecture Document that has been created and maintained since Phase 2	Month 2
4.2	Updated Technical Architecture Document - Month 4	Updated LACA Technical Architecture Document that has been created and maintained since Phase 3	Month 4
4.3	Updated Technical Architecture Document - Month 6	Updated LACA Technical Architecture Document that has been created and maintained since Phase 4	Month 6
4.4	Updated Technical Architecture Document - Month 8	Updated LACA Technical Architecture Document that has been created and maintained since Phase 5	Month 8
4.5	Updated Technical Architecture Document - Month 10	Updated LACA Technical Architecture Document that has been created and maintained since Phase 6	Month 10
4.6	Updated Technical Architecture Document - Month 12	Updated LACA Technical Architecture Document that has been created and maintained since Phase 7	Month 12
4.7	Updated Technical Architecture Document - Month 14	Updated LACA Technical Architecture Document that has been created and maintained since Phase 8	Month 14
4.8	Updated Technical Architecture Document - Month 15	Updated LACA Technical Architecture Document that has been created and maintained since Phase 9	Month 15
5	Updated AMP Architectural Principles Summary Document	Documentation of Architecture Principles to be followed in Project execution	
5.1	Updated AMP Architectural Principles Summary Document - Month 2	Updated documentation of Architecture Principles to be followed in Project execution	Month 2
5.2	Updated AMP Architectural Principles Summary Document - Month 4	Updated documentation of Architecture Principles to be followed in Project execution	Month 4
5.3	Updated AMP Architectural Principles Summary Document - Month 6	Updated documentation of Architecture Principles to be followed in Project execution	Month 6
5.4	Updated AMP Architectural Principles Summary Document - Month 8	Updated documentation of Architecture Principles to be followed in Project execution	Month 8
5.5	Updated AMP Architectural Principles Summary Document - Month 10	Updated documentation of Architecture Principles to be followed in Project execution	Month 10

#	Deliverable Name	Deliverable Description	Expected Delivery Month
5.6	Updated AMP Architectural Principles Summary Document - Month 12	Updated documentation of Architecture Principles to be followed in Project execution	Month 12
5.7	Updated AMP Architectural Principles Summary Document - Month 14	Updated documentation of Architecture Principles to be followed in Project execution	Month 14
5.8	Updated AMP Architectural Principles Summary Document - Month 15	Updated documentation of Architecture Principles to be followed in Project execution	Month 15
6	Architecture Status Report - Months 2 to 15	Monthly report documenting Architecture team activities and accomplishments	Months 2 to 15 as set out below
6.1	Architecture Status Report - Month 2	Monthly report documenting Architecture team activities and accomplishments	Month 2
6.2	Architecture Status Report - Month 3	Monthly report documenting Architecture team activities and accomplishments	Month 3
6.3	Architecture Status Report - Month 4	Monthly report documenting Architecture team activities and accomplishments	Month 4
6.4	Architecture Status Report - Month 5	Monthly report documenting Architecture team activities and accomplishments	Month 5
6.5	Architecture Status Report - Month 6	Monthly report documenting Architecture team activities and accomplishments	Month 6
6.6	Architecture Status Report - Month 7	Monthly report documenting Architecture team activities and accomplishments	Month 7
6.7	Architecture Status Report - Month 8	Monthly report documenting Architecture team activities and accomplishments	Month 8
6.8	Architecture Status Report - Month 9	Monthly report documenting Architecture team activities and accomplishments	Month 9
6.9	Architecture Status Report - Month 10	Monthly report documenting Architecture team activities and accomplishments	Month 10
6.1	Architecture Status Report - Month 11	Monthly report documenting Architecture team activities and accomplishments	Month 11
6.11	Architecture Status Report - Month 12	Monthly report documenting Architecture team activities and accomplishments	Month 12
6.12	Architecture Status Report - Month 13	Monthly report documenting Architecture team activities and accomplishments	Month 13
6.13	Architecture Status Report - Month 14	Monthly report documenting Architecture team activities and accomplishments	Month 14
6.14	Architecture Status Report - Month 15	Monthly report documenting Architecture team activities and accomplishments	Month 15
7	Release and Configuration Management Report	Summary of Release and Configuration management activities in the preceding 2 months	
7.1	Release and Configuration Management Report - Month 4	Summary of Release and Configuration management activities in the preceding 2 months	Month 4
7.2	Release and Configuration Management Report - Month 6	Summary of Release and Configuration management activities in the preceding 2 months	Month 6

#	Deliverable Name	Deliverable Description	Expected Delivery Month
7.3	Release and Configuration Management Report - Month 8	Summary of Release and Configuration management activities in the preceding 2 months	Month 8
7.4	Release and Configuration Management Report - Month 10	Summary of Release and Configuration management activities in the preceding 2 months	Month 10
7.5	Release and Configuration Management Report - Month 12	Summary of Release and Configuration management activities in the preceding 2 months	Month 12
7.6	Release and Configuration Management Report - Month 14	Summary of Release and Configuration management activities in the preceding 2 months	Month 14
7.7	Release and Configuration Management Report - Month 15	Summary of Release and Configuration management activities in the preceding 2 months	Month 15
8	Test Capability Report	Summary of Test Automation activities in the preceding 2 months	
8.1	Test Capability Report - Month 4	Summary of Test Automation activities in the preceding 2 months	Month 4
8.2	Test Capability Report - Month 6	Summary of Test Automation activities in the preceding 2 months	Month 6
8.3	Test Capability Report - Month 8	Summary of Test Automation activities in the preceding 2 months	Month 8
8.4	Test Capability Report - Month 10	Summary of Test Automation activities in the preceding 2 months	Month 10
8.5	Test Capability Report - Month 12	Summary of Test Automation activities in the preceding 2 months	Month 12
8.6	Test Capability Report - Month 14	Summary of Test Automation activities in the preceding 2 months	Month 14
8.7	Test Capability Report - Month 15	Summary of Test Automation activities in the preceding 2 months	Month 15
9	Environment Management Report	Summary of SDLC Environment management activities in the preceding 2 months	
9.1	Environment Management Report - Month 2	Summary of SDLC Environment management activities in the preceding 2 months	Month 2
9.2	Environment Management Report - Month 4	Summary of SDLC Environment management activities in the preceding 2 months	Month 4
9.3	Environment Management Report - Month 6	Summary of SDLC Environment management activities in the preceding 2 months	Month 6
9.4	Environment Management Report - Month 8	Summary of SDLC Environment management activities in the preceding 2 months	Month 8
9.5	Environment Management Report - Month 10	Summary of SDLC Environment management activities in the preceding 2 months	Month 10
9.6	Environment Management Report - Month 12	Summary of SDLC Environment management activities in the preceding 2 months	Month 12
9.7	Environment Management Report - Month 14	Summary of SDLC Environment management activities in the preceding 2 months	Month 14
9.8	Environment Management Report - Month 15	Summary of SDLC Environment management activities in the preceding 2 months	Month 15
10	Vision Prototypes	Summary of all conceptual prototypes created in Vision Phase	Month 2

#	Deliverable Name	Deliverable Description	Expected Delivery Month
11	Security Extensions Summary	Monthly Summary of Security Extension Activities and Accomplishments	
11.1	Security Extensions Summary - Month 1	Monthly Summary of Security Extension Activities and Accomplishments	Month 1
11.2	Security Extensions Summary - Month 2	Monthly Summary of Security Extension Activities and Accomplishments	Month 2
11.3	Security Extensions Summary - Month 3	Monthly Summary of Security Extension Activities and Accomplishments	Month 3
11.4	Security Extensions Summary - Month 4	Monthly Summary of Security Extension Activities and Accomplishments	Month 4
11.5	Security Extensions Summary - Month 5	Monthly Summary of Security Extension Activities and Accomplishments	Month 5
11.6	Security Extensions Summary - Month 6	Monthly Summary of Security Extension Activities and Accomplishments	Month 6
11.7	Security Extensions Summary - Month 7	Monthly Summary of Security Extension Activities and Accomplishments	Month 7
11.8	Security Extensions Summary - Month 8	Monthly Summary of Security Extension Activities and Accomplishments	Month 8
11.9	Security Extensions Summary - Month 9	Monthly Summary of Security Extension Activities and Accomplishments	Month 9
11.10	Security Extensions Summary - Month 10	Monthly Summary of Security Extension Activities and Accomplishments	Month 10
11.11	Security Extensions Summary - Month 11	Monthly Summary of Security Extension Activities and Accomplishments	Month 11
11.12	Security Extensions Summary - Month 12	Monthly Summary of Security Extension Activities and Accomplishments	Month 12
11.13	Security Extensions Summary - Month 13	Monthly Summary of Security Extension Activities and Accomplishments	Month 13
11.14	Security Extensions Summary - Month 14	Monthly Summary of Security Extension Activities and Accomplishments	Month 14
11.15	Security Extensions Summary - Month 15	Monthly Summary of Security Extension Activities and Accomplishments	Month 15
12	Release 20.A Transition Report	Summary Report of output from testing	Month 3
13	Release 20.A Production Report	Summary Report of output from production	Month 4
14	GCM Bridge Elaboration Summary	Summary of Elaboration deliverables for GCM Bridge	Month 2
15	GCM Bridge TDD Summary	Summary of TDD deliverables for GCM Bridge	Month 3
16	Prior Phase AMP processes to GCM Elaboration Summary	Summary of Elaboration deliverables for Prior phase AMP processes to GCM	Month 2
17	Prior Phase AMP processes to GCM TDD Summary	Summary of TDD deliverables for prior phase AMP processes to GCM	Month 3
18	Data Interfaces Elaboration Summary	Summary of Elaboration deliverables for data interfaces	Month 2
19	Data Interfaces TDD Summary	Summary of TDD deliverables for data interfaces	Month 3
20	20.B Transition Phase Summary Report	Summary of output from testing activities for Release 20.B	Month 5

#	Deliverable Name	Deliverable Description	Expected Delivery Month
21	20.B Production Phase Summary Report	Summary of output from Production Support activities for Release 20.B	Month 6
22	Cloud Deployment Design Document	Summary of Elaboration deliverables for migration	Month 5
23	Release 20.C Transition Phase Summary Report	Summary of output from testing activities for Release 20.C	Month 7
24	Release 20.C Transition Report	Summary report of Release 20.C	Month 7
25	Correspondence Elaboration Summary	Summary of Elaboration deliverables for Correspondence.	Month 9
26	Correspondence TDD Summary	Summary of TDD deliverables for Correspondence.	Month 11
27	PC Elaboration Summary	Summary of Elaboration deliverables for Parcel Change	Month 6
28	PC TDD Summary	Summary of TDD deliverables for Parcel Construction	Month 8
29	Transfer Elaboration Summary	Summary of Elaboration deliverables for Transfers	Month 6
30	Transfer TDD Summary	Summary of TDD deliverables for Transfers	Month 8
31	DIV Elaboration Summary	Summary of Elaboration deliverables for DIV	Month 6
32	DIV TDD Summary	Summary of TDD deliverables for DIV	Month 8
33	Major Exemptions Elaboration Summary	Summary of Elaboration deliverables for Major Exemptions	Month 6
34	Major Exemptions TDD Summary	Summary of TDD deliverables for Major Exemptions	Month 8
35	Assessment Appeals Elaboration Summary	Summary of Elaboration deliverables for Assessment Appeals	Month 7
36	Assessment Appeals TDD Summary	Summary of TDD deliverables for Assessment Appeals	Month 8
37	PI Elaboration Summary	Summary of Elaboration deliverables for PI	Month 7
38	PI TDD Summary	Summary of TDD deliverables for PI	Month 9
39	Cross Reference Elaboration Summary	Summary of Elaboration deliverables for Cross Reference	Month 7
40	Cross Reference TDD Summary	Summary of TDD deliverables for Cross Reference	Month 9
41	WIP Elaboration Summary	Summary of Elaboration deliverables for WIP	Month 7
42	WIP TDD Summary	Summary of TDD deliverables for WIP	Month 9
43	Marine/Aircraft/Leasing Elaboration Summary	Summary of Elaboration deliverables for Marine, Aircraft, and Leasing	Month 8
44	Marine/Aircraft/Leasing TDD Summary	Summary of TDD deliverables for Marine, Aircraft, and Leasing	Month 9
45	Field Book Elaboration Summary	Summary of Elaboration deliverables for Field Books	Month 8
46	Field Book TDD Summary	Summary of TDD deliverables for Field Books	Month 9
47	SDR/eFile Elaboration Summary	Summary of Elaboration deliverables for SDR and eFile	Month 8
48	SDR/eFile TDD Summary	Summary of TDD deliverables for SDR and eFile	Month 10
49	AC Transactions Elaboration Summary	Summary of Elaboration deliverables for AC and TTC	Month 8
50	AC Transactions TDD Summary	Summary of TDD deliverables for AC and TTC	Month 10

#	Deliverable Name	Deliverable Description	Expected Delivery Month
51	Audit Pool Elaboration Summary	Summary of Elaboration deliverables for Audit Pooling	Month 8
52	Audit Pool Transactions TDD Summary	Summary of TDD deliverables for Audit Pooling	Month 10
53	Miscellaneous Legacy System Elaboration Summary	Summary of Elaboration deliverables for Miscellaneous Legacy Systems	Month 9
54	Miscellaneous Legacy System TDD Summary	Summary of TDD deliverables for Miscellaneous Legacy Systems	Month 10
55	Roll Support Extensions Elaboration Summary	Summary of Elaboration deliverables for Roll Support Extensions	Month 9
56	Roll Support Extensions TDD Summary	Summary of TDD deliverables for Roll Support Extensions	Month 10
57	Split Roll Elaboration Summary	Summary of Elaboration deliverables for Split Roll	Month 9
58	Split Roll TDD Summary	Summary of TDD deliverables for Split Roll	Month 10
59	Projected Roll Elaboration Summary	Summary of Elaboration deliverables for Projected Roll	Month 9
60	Projected Roll TDD Summary	Summary of TDD deliverables for Projected Roll	Month 10
61	Roll Information Products Elaboration Summary	Summary of Elaboration deliverables for Roll Information Products	Month 6
62	Roll Information Products TDD Summary	Summary of TDD deliverables for Roll Information Products	Month 10
63	Roll Exceptions Elaboration Summary	Summary of Elaboration deliverables for Roll Exceptions	Month 6
64	Roll Exception TDD Summary	Summary of TDD deliverables for Roll Exceptions Products	Month 10
65	ME Elaboration Summary	Summary of Elaboration deliverables for Miscellaneous Extensions	Month 6
66	ME TDD Summary	Summary of TDD deliverables for Miscellaneous Extensions	Month 10
67	Release 21.A Transition Report	Summary of output from Testing Activities for Release 21.A	Month 14
68	Release 21.A Production Report	Summary of output from Production Support Activities for Release 21.A	Month 15
69	Project Closeout Report	Report of project closeout activities	Month 16

4. Assumptions and Your Obligations

A. County of Los Angeles Office of the Assessor Responsibilities

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 under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
- 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, as mutually agreed, associated with the services, with no outage longer than 12 hours during business hours.
- q. Be responsible for any needed data cleansing activities.

2. Project 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 project schedule.
- b. Comply with the dates defined in the project schedule and signed by Your Project Manager except as mutually agreed upon.
- c. 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.
- d. 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.
- e. Provide the necessary and appropriate data (e.g., test data, configuration data, etc.) required by Oracle to support the performance of services.
- f. Be solely responsible for ensuring that Your resources attend all Architecture and Technical governance meetings (defined in Architecture Activities) and be solely responsible for any delays in Services arising from lack of participation in such meetings. Such meetings will be held on business days and during normal business hours unless otherwise mutually agreed.
- g. Be solely responsible for defining business requirements for the list of Architecture Tasks (defined in Architecture Activities) or for identifying a member of Your staff who will serve as the Task Owner for each task. The Task Owner will be responsible for coordinating the collection of business requirements, prioritizing them, and ensuring the active participation of subject matter experts from Your staff as required for delivery of Services.
- h. 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 65: 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.
3	Prior to the completion of the Elaboration Phase	Install, configure, maintain, and manage any and all 3 rd party software products required for the performance of services.
4	Prior to the completion of the Elaboration 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 TDD Phase	Complete UAT test cases

3. Design and Implementation Responsibilities

- Understand the architecture and implementation approach.
- Participate in all aspects of the project based upon the roles and responsibilities defined in the SOW.
- You will be solely responsible for the design and development of any changes or modifications to existing systems, excluding AMP, as required for Services.

4. Infrastructure Responsibilities for On Premise environments (through Release 20.C)

- 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.
- Be responsible for installing patches or upgrading environment to meet minimum standards.
- Be responsible for the legacy touch-points portion of any interface, e.g., the actual extract from and/or feed into the legacy applications.
- Database and servers planning, architecting, installation, management and support will be performed by You in all legacy environments.
- Provide the following environments:

Table 66: Table of Environments

Environment Name	Type	Support Required
Staging (ISD-STAGE)	Existing	Yes
Production (ISD-PROD)	Existing	Yes
Disaster Recovery (ISD-DR)	Existing	Yes

- 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 products and/or cloud services in accordance with the schedule; such environment(s) is / are presumed not to exist prior to the commencement of services.

- g. 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.
5. Provide Systems for Real Time Interfaces
- a. Provide access to the following systems required for the creation of real time interfaces as follows:

Table 67: Required Access

System	Associated Project Environments	Access Mode *(R,W,R/W) ¹⁰	Description
Active Directory	All	R	User store

- b. 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.
- c. Be responsible for maintaining, administering, and supporting the relevant libraries.
- d. Ensure that the system and its environments comply with Your security guidelines, and all applicable governmental regulations.
- e. Be responsible for reconstruction / restoration of any lost or altered files, data, and programs.
- f. Provide a backup of each mutually-agreed environment on a schedule agreed to by You and Oracle.
- g. Be responsible for the installation, configuration, maintenance, and management of any and all third party products.
- h. Provide the following support and response times for infrastructure-related issues:
- Normal business hours support with response time within four (4) hours of the time the issue arises, during the Elaboration Phase.
 - Normal business hours support with response time within four (4) hours of the time the issue arises, during the TDD Phase.
 - Extended business hours support with response time within two (2) hours of the time the issue arises, during Testing and Transition, where extended business hours will be agreed to, in advance of testing, between You and Oracle to cover all periods of active testing.
 - 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.
6. Vision Phase Responsibilities
- a. Provide the business leadership and business SME for driving vision discussions and confirming vision, Epic and user stories
7. Elaboration Phase Responsibilities

¹⁰ R=Read, W=Write, R/W=Read/Write

- a. Provide the business leadership and business SME for driving elaboration discussions and confirming user stories.
- 8. TDD 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 Statement of Work with any audit and control requirements.
 - c. Maintain Your directory of users (e.g., Microsoft Active Directory, Oracle Unified Directory, etc.) and apply all changes necessary to support the performance of services.
 - d. Build and test legacy system flat file update processes.
- 9. 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 project team.
 - d. Establish any necessary help desk procedures for supporting functionality described in this Statement of Work.
 - 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.
- 10. Testing Responsibilities
 - a. Be responsible for the following test types and testing activities described in the associated table columns:

Table 68: 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	User Acceptance Testing	Yes	Yes	Yes	Yes
5	Performance Testing	Participate	Participate	Participate	Yes

- 11. 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.
- 12. Project Management Responsibilities

- a. Designate an executive sponsor who shall represent You during the performance of services, ensure performance of Your responsibilities under this Statement of Work, establish and maintain an active line of 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.
- 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 the project with Oracle according to the finalized Project Management Plan.
- d. To facilitate the project, 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 time frame can be reached within two (2) business days of the end of the Maximum Turnaround Time, any impact to the project will be subject to the Change Order Process as outlined below.

Table 69: Response Times

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

- 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 project timeline.
- f. Establish a Project 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 project documentation or correspondence to Your project stakeholders not directly involved with the project.
- h. Provide an escalation process for management of the project or accept the proposed Oracle issue resolution process as defined in the Project Management Plan.
- 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 project scope management process and procedures as defined in the Project Management Plan, 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 project 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.

B. Assumptions

1. Project Assumptions

- a. A Person Day is defined as one (1) person working up to eight (8) hours.
- b. Oracle standard documentation format will be used for any documentation prepared and / or delivered during the performance of the services.
- c. Project Headquarters will be at 500 West Temple Street, Los Angeles, California, however services will be performed both onsite and offsite including outside of LA area and outside of County facilities.
- d. Project timeline / duration is currently expected to be 16 months from start date excluding the warranty period as defined in Services.
- e. All functionality will be created using U.S. English only.
- f. All monetary values will use US dollars.
- g. Design and implementation decisions made during an earlier phase of the services (e.g., requirements specifications or design specifications identified during the Vision, Elaboration, and/or TDD phases) will be the basis for subsequent design and implementation tasks. Changes to such decisions will be subject to the Change Order Process outlined below.
- h. Oracle will make commercially reasonable efforts to provide You publicly available reference architecture / blue prints for Oracle's technologies, as requested.
- i. 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.
- j. 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 the County or its third party contractors.
- k. Oracle will install any new critical patches released over the duration of the project as mutually agreed by You and Oracle.
- l. All workshops will take place at a single location for all participants.
- m. You may include observers in workshops that do not have active or participatory role for information purposes only.
- n. You may record workshops not containing material subject to copyright for internal LA County use only.
- o. Final versions of software to be installed will be reviewed with You before software installation.

- p. PMP is a “living document” where the content of the plan may be updated over the duration of the project to reflect updates concerning risk management, issue management, quality management, and other respective components of the PMP.
- q. The TAD is a “living document” that may be updated over the duration of the project to reflect updates and changes to the AMP technical architecture.
- r. ARB is not responsible for prioritization of any work or for any refactoring or development required to implement an ARB decision. However, ARB’s impact analysis must include estimated effort, and that approved impact must be delivered to PMO in User Story form for grooming and release/delivery management activities.
- s. The details of the workshops, specifically the time and location, will be mutually agreed to by You and Oracle.
- t. AIMS requirements may be referenced during Vision and Elaboration as mutually agreed.
- u. 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.
- v. County has procured appropriate licenses for and provided Contractor with the following open source software to use in the performance of this SOW: Gitlab, Jenkins, Archiva, and AngularJS.
- w. Estimated effort in this exhibit is expressed in terms of Vision Sprints, Elaboration Workshops or Story Points.
- x. Each Vision Sprint is 2 weeks in duration
- y. Each Elaboration Workshop is 4 hours in duration
- z. Each functional component to be built is represented by a Story whose complexity is expressed in story points as defined mutually by You and Oracle during project execution. The mapping of points to complexity is:

Table 70: Complexity Level / Story Point Mapping

Complexity Level	Points
Very Easy	1
Easy	5
Moderate	10
Complex	20
Very Complex	40

- aa. For comparison purposes, the following table provides a mapping of the story point complexities to artifacts that would be developed in different implementation technologies:

Table 71: Story Point Complexity Description

Complexity Level/Technology	Description
User Interface	
Very Easy	Interface includes 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 task flow.
Easy	Interface includes 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 task flow.
Moderate	Interface includes 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 task flows.
Complex	Interface includes between nine (9) and eleven (11) user interactions, up to thirty-five (35) simple data input fields, and / or includes customizations (including but not limited

Complexity Level/Technology	Description
	to custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to three (3) task flows.
Very Complex	Interface includes between twelve (12) and fifteen (15) user interactions, up to thirty-five (35) simple data input fields, and / or includes customizations (including but not limited to custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to four (4) task flows.
BPM Process	
Very Easy	This complexity does not apply to BPM process user stories.
Easy	Up to five (5) activities in the business process
Moderate	Between 11 and 25 activities in the business process
Complex	Between 26 and 50 activities in the business process
Very Complex	Between fifty (50) and one hundred (100) activities in the business process
BPM Workflow	
Very Easy	This complexity does not apply to BPM Workflow user stories.
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 Composite	
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) Up to five (5) data elements requiring transformation
Moderate	Message payload size of up to 1 megabyte (MB) Up to fifteen (15) data elements requiring transformation
Complex	Message payload size of up to 1 megabyte (MB) Up to forty (40) data elements requiring transformation
Very Complex	Message payload size of up to 1 megabyte (MB) Between forty (40) and one hundred (100) data elements requiring transformation
Java Service	
Very Easy	A Java service that includes one to two 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 and five 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 and eight 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 and eleven system interactions. The service can contain complex business logic, including multiple nested switch and conditional statements, and may require implementation of up to ten Java classes and exception handling logic. The exception handling logic may include one to two compensating

Complexity Level/Technology	Description
	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 system interactions or otherwise exceeds the complexity of a Complex Java Service as defined in this assumption.
ODI Map	
Very Easy	This complexity does not apply to ODI user stories.
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	This complexity does not apply to ODI user stories.
Database Schema	
Very Easy	A single table structure with less than twenty columns.
Easy	A simple database schema has up to 5 tables requiring Multi-queries; simple layout
Moderate	A moderate database schema has up to 8 tables requiring Multi queries; complex layout
Complex	A high complexity database schema has up to 10 tables requiring Multi queries; complex layout and may require prototyping
Very Complex	Very complex database schema has up to 30 tables requiring Multi queries, complex layouts, and performance implications; almost certainly requires prototyping and parameterization
PL/SQL Function	
Very Easy	A service wrapper that provides access to a single table with not more than one associated table of reference data.
Easy	A service that provides access to not more than two 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 related tables and limited business logic (such as aggregation and simple math). Implementation is limited to no more than one view. The service can support a nested object such as Customer.

Complexity Level/Technology	Description
Complex	A service that provides access to between five and ten 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 tables, or implements complex conditional logic.
BI Publisher Report	
Very Easy	This complexity band does not apply for BI Publisher Reports.
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.

- bb. The complexity definitions listed above are intended to define complexity for new development and do not apply to refactoring an existing component. Oracle will estimate refactoring impacts bottom-up during Services as part of the Story Grooming Process.
- cc. Construction will follow a test driven development (TDD) process.
- dd. Oracle will not refactor or extend component 5 (mobility) to include support for digital signatures.
- ee. Oracle's estimates for Roll Support as listed in services include refactoring for Components 3, 8, and 12 done by Oracle during previous phases. Oracle understands that Roll Support requirements are being re-evaluated by You as part of Phase IV; any changes in requirements may lead to a change order.
- ff. As used in Services, a "non-value" update is defined as an update to a data element that is not an appraisal, assessment, exemption amount, or other direct component of the assessed value of a property. This includes (but is not limited to) attributes like the Tax Rate Area that are used by AC to calculate tax bills as well as descriptive fields like names, contact data, etc.
- gg. As used in Services, a "value" update is defined as an update to a data element that represents an amount (or percentage of an amount) used as a component of an appraisal, assessment, exemption, or other direct component of the assessed value of a property.
- hh. Oracle will not require a Change Order to "move" story points between one User Story and another within the same or different functional areas within a release. Oracle reserves the right to require a Change Order to move story points from one release to another.
- ii. The scope of ME items ("Change of Mailing Address", "Make PDCR Public") related to public access is limited to taking the existing functionality described and making it

- accessible to the public and completing the previously designed Signix integration. The scope does not include any extensions, new notification types, new notification channels, or other enhancements not explicitly defined in Services.
- jj. As defined in Services, “Global Search” means global across AMP Content and does not include search capability for external content stores or FMW Dehydration Store.
 - kk. UCM processes to be created as part of the GCM Bridge as defined in Services may require the definition of additional Assignment Pools but do not include any effort to design or develop extensions to the existing AMP Assignment Pool implementation such as, but not limited to, adding new criteria types, defining roles based on external data not already used for Assignment Pool definitions, or integrating additional data sources with Security.
 - ll. As defined in Services, the 102 Correspondence items to be implemented are assumed to include 51 static forms and 51 dynamic forms. As used here, a static form includes nothing but static content, and a dynamic form is a template into which some specific data fields can be substituted. The dynamic forms to be implemented in Phase IV are assumed to have less than 10 dynamic fields each where a field is defined as a single data element (such as a string or numeric value).
 - mm. Estimates do not include any effort to make previously-developed code ADA compliant.
 - nn. Services as defined include roles for LACA Development support as defined in “Backlog Reduction”. If Oracle is unable to staff these roles for the start of the engagement, the LACA and Oracle PMO will mutually agree to a change order to address the gap in service.
 - oo. Anything not expressly specified in this Statement of Work is out of scope and not included or priced into the services to be performed under this Statement of Work. 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:
 - i. Organizational change management.
 - ii. Hardware installation, configuration and / or testing.
 - iii. Non-Oracle software installation, configuration, development and / or testing except as mutually agreed.
 - iv. Design and build of a mobile application except as explicitly defined in Services.
 - v. Design, development, or refactoring of any code or configuration in Oracle Enterprise Capture or Oracle Forms Recognition.
 - vi. Build load or migration of external users from external data sources into OIM.
 - vii. Custom reporting.
 - viii. Delegated administration for external users.
 - ix. Provisioning and patching of IDM targets via OEM.
 - x. Development of OPA generated documents other than for test purposes.
 - xi. Development of OPA interviews other than for test purposes.
 - xii. Development of time-based (retroactive event) reasoning within the rule bases.
 - xiii. Development of any custom functions for the rule bases.
 - xiv. Testing of OPA rule bases other than unit tests.

- xv. Design or implementation of any BI functionality, data access, data architecture, and data integration related to reporting requirements, unless explicitly specified in Oracle scope above.
- xvi. Refactoring of Component 7 code, or any code based on Component 7, to use GCM.
- xvii. Work on Phases I, II, III, or V of AMP.

2. Project Management Assumptions:

- a. Oracle's OUM Project Management Method ("PJM") will be used to manage the project.
- b. Scope control (change management) and document review will be performed using Oracle's standard processes and documented herein and/or in the Project Management Plan.
- c. You and Oracle will work together to resolve project issues as specified in the Project Management Plan. 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 project timeline, scope or budget. Failure to resolve issues in accordance with the Project Management Plan and in a timely fashion may have an impact on the project schedule and/or price.
- d. You and Oracle will work together to review and mutually agree upon the baseline Project Work plan, including schedule timeframes, tasks, and resource assignments within two (2) weeks after the project start date.
- e. With mutual agreement, 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.
- f. Oracle will at its sole discretion determine the number and manner in which resources are assigned to perform the services described in this Statement of Work.
- g. Oracle may assign or release a specific project resource, or may assign different resources, at different times, to a project task.
- h. If You assign resources to the project, those resources will represent You and will be empowered to make decisions on Your behalf.
- i. 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.
- j. Your and Oracle's project managers will establish periodic project reviews to monitor scope, budget, and timeline of the services.
- k. 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.

3. Documentation Assumptions:

- a. All written documentation and communication will be done 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.

- b. 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.
- c. A diagram deliverable is a document in Microsoft Visio 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
- d. A presentation deliverable is a document in Microsoft PowerPoint 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
- e. User Guide will be created as an electronic pdf document and WORD that can be used as on-line help.
- f. Oracle will follow a process to provide drafts of Deliverable documents in advance of the finalized document.

4. Scope Management Assumptions:

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 project schedule for all deliverables.

- a. Deliverables Expectations Document (“DED”)
 - i. 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 by the Assessor. The approval for a DED should be provided within 3 business days after the DED review session takes place between Oracle and Assessor. As each deliverable is submitted, Oracle will include a copy of the approved DED as the cover sheet.
- b. During the DED creation process Oracle will:
 - i. Prepare agendas, and coordinate scheduling with You, for all necessary events (e.g., workshops, meetings) for the production of the deliverable.
 - ii. Facilitate events (e.g., workshops, meetings) as required for the creation of each deliverable.
 - iii. 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.
 - iv. 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.
 - v. Provide a structured process for You to provide feedback on drafts, including review meeting or other events, as appropriate.
 - vi. Compile and incorporate Your feedback to the draft deliverable and prepare a revised deliverable
 - vii. Effort allocated to a business component may be reassessed during Construction phase. A modified effort may be reallocated to support another business component.
 - viii. Distribute the revised deliverable to You for review; obtain and analyze Your feedback as above, and repeat if necessary.
- c. Complete a final version of the deliverable and DED that both parties agree to.

- d. You acknowledge that any change or alternation of the assumptions above may alter the estimated project 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.
5. Pillar/Product Assumptions
- a. WCP Assumptions:
 - i. Existing user interfaces that are being modified or refactored are implemented in Oracle ADF. New user interfaces will be implemented in Oracle Visual Builder Cloud Service and/or Oracle Javascript Extension Toolkit (“JET”) unless otherwise explicitly specified in Services or mutually agreed by You and Oracle.
 - b. BPM Assumptions:
 - i. User Interface pages, forms, and task flows related to BPM processes will employ simple styling and branding, to include corporate color schemes and logos.
 - ii. Access to Process Diagrams will be provided via link to the Oracle BPM native HTML Process Flow diagram; no custom report or diagram is included in this effort.
 - iii. Access to OPA Decision Reports, if any, will be provided via link to the OPA native XML Decision Report; no custom report or diagram is included in this effort.
 - iv. You will obtain and manage your own Certificate Authority (“CA”) for issuing digital certificates to internal users.
 - v. Digital certificates will be in either PKCS7 binary format or PKCS12 keystore format.
 - vi. All estimates assume that role and participant information will be stored either in OID or OUD.
 - vii. 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.
 - viii. BPM user interfaces will provide client-side validation of data input limited to type, length, and format of data provided.
 - c. SOA Assumptions:
 - i. As used in this exhibit, 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.
 - ii. SOA services will utilize the SOA Suite Database Adapter to interface with deployed PL/SQL services for CRUD operations in ADR.
 - iii. Documentum APIs will be exposed and provided via REST-based services created, tested, and deployed by Your technical team.
 - iv. SOA services will utilize either Simple Object Access Protocol (SOAP) or Representational State Transfer (REST) protocol.
 - v. PL/SQL and SOA-based services will be consolidated and normalized in an effort to maximize reusability.
 - vi. Services may be secured by standard security policies applied by Oracle Web Services Manager (OWSM).

- vii. 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.
- viii. 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 Component 10 functionality.
- d. ODI Assumptions:
 - i. Data quality issues caused by legacy source system data identified during any testing phase will not be classified as a defect
 - ii. 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 Assessor.
- e. Security Assumptions:
 - i. The technical architecture will use a standard Oracle reference architecture.
 - ii. It is assumed that the existing Self Service and registration (CSR) application developed in .Net technology will not need to be modified
 - iii. A single unique identifier exists and is the same in all LDAP and Active Directory environments (example: userid or email address).
 - iv. Active Directory is the authoritative source for internal users.
 - v. Assessor Internal user authentication will use user ID and password, Windows native authentication.
 - vi. External user authentication will use OAM / OIM.
 - vii. The additional AD domains and LDAP directories will be integrated with OUD alone for the purpose of authenticating users. OIM will not be used for user provisioning and user account management to Your Active Directory.
 - viii. This phase assumes there are no requirements to implement any new Oracle security technologies except those explicitly listed in services.
 - ix. Directory virtualization assumes use of only those adapters provided by Oracle as part of the base product.
 - x. No additional security providers or sources are required.
 - xi. 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.
 - xii. 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.
 - xiii. Integration with non-Assessor LDAP systems can be achieved either via virtualization or standards based federation.
 - xiv. No development is required for any custom federation objects.
 - xv. For Web Services requiring authorization OAG authorization policies will be driven based on user's LDAP attributes and / or LDAP group membership.
 - xvi. OAG policy configuration assumes use of standard "out-of-the-box" functionality and no customizations.
 - xvii. ASO Transparent Data Encryption will be configured for tablespace encryption. No column only encryption will be used.

- xviii. Up to fifteen (15) event triggers and fifteen (15) alerting policies will be configured for the in scope databases for Audit Vault.
- xix. Up to ten (10) White List and ten (10) Black List policies will be configured for the in scope databases for Database Firewall.
- xx. The AVDF rules and alerts for the new in scope databases will be similar to the ones configured for the ADR databases.
- xxi. Security releases may be run on a separate release track than for the AMP core application release.. 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.
- f. Database Assumptions:
 - i. Existing data model for ADR repository will be extended with new tables
 - ii. Existing tables in data model for ADR repository will be extended with new attributes
 - iii. Existing data model for ADR-staging repository will be extended with new tables
 - iv. Existing tables in data model for ADR-staging repository will be extended with new attributes
- g. PL/SQL Design Assumptions:
 - i. Technical design, implementation and testing of PL/SQL data services are included.
 - ii. 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).
 - iii. PL/SQL data services are developed as procedures/functions and logical aggregate grouping into packages will be made at design time.
- h. BI Publisher Design Assumptions:
 - i. Data will be refreshed up to three (3) times a day for the reporting tables
 - ii. There will be up to 50 overall users of the reports created
 - iii. There will be up to 6 security groups for reports created
- i. Oracle Enterprise Manager Assumptions
 - i. For OEM, the resource will be onshore and will be providing scripting support needed.
 - ii. OEM has been granted sufficient authority to access target systems.
 - iii. Network firewalls are configured to allow OEM to communicate with designated target systems.
 - iv. Local and shared storage is sufficient as defined in the product installation manual.
 - v. Documentation is in an Oracle standard format and delivered in an MS-Word compatible file.
 - vi. A My Oracle Support user ID and password must be provided to integrate My Oracle Support with Oracle Enterprise Manager
 - vii. Administrative access to OEM is provided.
 - viii. OEM administrators and application technical leads who are using OEM Services are available for technical discussions

j. Testing Assumptions:

- i. All TDD phase summary reports will be provided following the completion of testing in that phase or release.
- ii. Testing will be done from Your workstations or Oracle laptops that can access project servers.
- iii. Assessor to participate in joint SIT Testing as in Phase I.
- iv. An Oracle Test Lead will be assigned to support testing throughout the project lifecycle and will be on site.
- v. Test results will be managed, tracked, and reported from a central bug tracking system or list.
- vi. 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 Construction 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.
- vii. 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 Statement of Work.
- viii. During unit, system, system integration, performance, or user acceptance testing, defects will be recorded and classified according to the following table and the procedure specified under the table:

Table 72: 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.

- ix. 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 project executives.
- x. You and the Oracle project manager will review recorded defect levels during testing and, upon mutual agreement, may change the level of any defect.
- xi. Completion of unit, system, system integration, performance, or user acceptance testing occurs when:

- 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
 - Oracle has identified a plan for addressing other related defects in such item
- xii. Readiness for production use is achieved upon completion of unit, system, system integration, performance, or user acceptance testing.
- xiii. Performance, UAT and other testing will occur in environments as mutually agreed.
- xiv. 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.
- xv. Performance metrics and SLAs have not been defined. Oracle will be operating under the premise of "Oracle Recommended Practices" for the Performance Assessment.
- xvi. For all performance testing scenarios executed in OATS, Oracle assumes the achievement of the following metric as a successful performance test:
 - 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.
- xvii. Performance testing activities may include any of the following:
 - Generation and execution of functional test scripts using Oracle Functional Testing
 - Generation and execution of load test scripts using Oracle Load Testing
 - Generation and execution of ETL process performance tuning.
 - Configuration and implementation of load test profiles using Oracle Load Testing
 - Configuration of test data files to support load testing using Oracle Load Testing
 - Implementation of test plans using Oracle Test Manager
 - Configuration of OEM diagnostics and tuning packs, and other automated capabilities
 - Execution of standard Automated Workload Reports (AWR) from the database.
 - Integration of RUEI with Oracle Functional Testing
- xviii. Performance tuning activities may include the configuration of web, application, database, and infrastructure cloud service products.
- xix. Any changes to the above process and standards will be subject to the Change Order Process as outlined below.
- xx. Criteria of completed testing (Definition of Done) is as follows:
 - All acceptance criteria met with user stories completed;
 - Code completed with zero opened Sev1 or Sev2 defects;
 - Code review and revisions completed;
 - Code checked into GIT source control repository;
 - Demo accepted by Your designated Product Owner (for demo-able user stories);
 - Test scripts completed and checked into the source code system.

C. Change Order Process

Any request for any 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; and
 - 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 exhibit, 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 have You approve such change order prior to commencement of any work. If You would like to modify requirements of the original change order, Oracle will void the original and create a new change order that will also 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 AMP Phase 2 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 along with the deliverable payment once the deliverable 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 exhibit, 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.

D. Statement of Work Acceptance Procedure

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

Specific Exclusions

The following items are considered to be out of scope for this effort:

1. Assessments or recommendations for network capacity requirements and specifications for local area network ("LAN") or wide area network ("WAN").
2. Any reference to Ad-hoc Reporting.
3. Any scope indicated as County and/or Assessor responsibility.

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.

Oracle Delivery Scope

Provide up to two thousand five hundred and sixty (2,560) Person Days of assistance to assist with the following activities associated with Your AMP environment.

- For Phase IV, Oracle will provide a dedicated team of developers to address groomed backlog Stories as prioritized by LACA staff. This team will deliver unit tested (“TDD Done”) functionality to be mapped onto releases by the PMO as mutually agreed. Staffing will be constant for the duration of Phase IV and this team’s deliverables will consist of a monthly summary of work completed and currently underway (“Backlog Reduction Status Reports”). The Backlog Reduction team staff will include the following roles:
 - Test Support (3 resources)
 - Development (3 resources)
 - Release Management
 - DevOps Developer
- Resources can be replaced with different resources at the same resource level by mutual agreement between You and Oracle and based on the availability of the resource desired.

Table 73: Deliverables for O&M Activities

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
OM1 -16	Monthly O&M Summary Report	Covers O&M activities for the above services	Monthly

Specific Project Assumptions

1. Application support (all of the products indicated above) and O&M support (in the case of Database Security) will be provided for eight (8) business hours in Pacific time zone.
2. The start of these support activities will be mutually agreed upon by Oracle and You. The duration will be 16 months from the mutually agreed start date.

6. Financial Estimate

A. Fees and Expenses: Fixed Price

You agree to pay Oracle a fee of Thirty Million Eight Hundred and Nine Thousand Eight Hundred and Ninety Two dollars (\$30,809,892) 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 Sub-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 Your and Oracle Project managers and recorded in the weekly status reports.

Table 74: Deliverables Payment Schedule

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
1	Phase IV Project Inception	Tasks to establish the project including a project kickoff presentation	Month 1	\$450,000.00	\$45,000.00	\$405,000.00
2	Initial PWP	Initial Project Work Plan	Month 1	\$450,000.00	\$45,000.00	\$405,000.00
3	PMP	Project Management Plan for Phase IV	Month 2	\$375,000.00	\$37,500.00	\$337,500.00
4	Updated Technical Architecture Document - Months 2 to 16	Updated LACA Technical Architecture Document that has been created and maintained since Phase 1			\$0.00	\$0.00
4.1	Updated Technical Architecture Document - Month 2	Updated LACA Technical Architecture Document that has been created and maintained since Phase 2	Month 2	\$400,000.00	\$40,000.00	\$360,000.00
4.2	Updated Technical Architecture Document - Month 4	Updated LACA Technical Architecture Document that has been created and maintained since Phase 3	Month 4	\$175,000.00	\$17,500.00	\$157,500.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
4.3	Updated Technical Architecture Document - Month 6	Updated LACA Technical Architecture Document that has been created and maintained since Phase 4	Month 6	\$175,000.00	\$17,500.00	\$157,500.00
4.4	Updated Technical Architecture Document - Month 8	Updated LACA Technical Architecture Document that has been created and maintained since Phase 5	Month 8	\$175,000.00	\$17,500.00	\$157,500.00
4.5	Updated Technical Architecture Document - Month 10	Updated LACA Technical Architecture Document that has been created and maintained since Phase 6	Month 10	\$175,000.00	\$17,500.00	\$157,500.00
4.6	Updated Technical Architecture Document - Month 12	Updated LACA Technical Architecture Document that has been created and maintained since Phase 7	Month 12	\$175,000.00	\$17,500.00	\$157,500.00
4.7	Updated Technical Architecture Document - Month 14	Updated LACA Technical Architecture Document that has been created and maintained since Phase 8	Month 14	\$100,000.00	\$10,000.00	\$90,000.00
4.8	Updated Technical Architecture Document - Month 15	Updated LACA Technical Architecture Document that has been created and maintained since Phase 9	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
5	Updated AMP Architectural Principles Summary Document	Documentation of Architecture Principles to be followed in Project execution			\$0.00	\$0.00
5.1	Updated AMP Architectural Principles Summary Document - Month 2	Updated documentation of Architecture Principles to be followed in Project execution	Month 2	\$400,000.00	\$40,000.00	\$360,000.00
5.2	Updated AMP Architectural Principles Summary Document - Month 4	Updated documentation of Architecture Principles to be followed in Project execution	Month 4	\$175,000.00	\$17,500.00	\$157,500.00
5.3	Updated AMP Architectural Principles Summary Document - Month 6	Updated documentation of Architecture Principles to be followed in Project execution	Month 6	\$175,000.00	\$17,500.00	\$157,500.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
5.4	Updated AMP Architectural Principles Summary Document - Month 8	Updated documentation of Architecture Principles to be followed in Project execution	Month 8	\$175,000.00	\$17,500.00	\$157,500.00
5.5	Updated AMP Architectural Principles Summary Document - Month 10	Updated documentation of Architecture Principles to be followed in Project execution	Month 10	\$175,000.00	\$17,500.00	\$157,500.00
5.6	Updated AMP Architectural Principles Summary Document - Month 12	Updated documentation of Architecture Principles to be followed in Project execution	Month 12	\$175,000.00	\$17,500.00	\$157,500.00
5.7	Updated AMP Architectural Principles Summary Document - Month 14	Updated documentation of Architecture Principles to be followed in Project execution	Month 14	\$100,000.00	\$10,000.00	\$90,000.00
5.8	Updated AMP Architectural Principles Summary Document - Month 15	Updated documentation of Architecture Principles to be followed in Project execution	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
6	Architecture Status Report - Months 2 to 15	Monthly report documenting Architecture team activities and accomplishments	Months 2 to 15 as set out below		\$0.00	\$0.00
6.1	Architecture Status Report - Month 2	Monthly report documenting Architecture team activities and accomplishments	Month 2	\$250,000.00	\$25,000.00	\$225,000.00
6.2	Architecture Status Report - Month 3	Monthly report documenting Architecture team activities and accomplishments	Month 3	\$175,000.00	\$17,500.00	\$157,500.00
6.3	Architecture Status Report - Month 4	Monthly report documenting Architecture team activities and accomplishments	Month 4	\$175,000.00	\$17,500.00	\$157,500.00
6.4	Architecture Status Report - Month 5	Monthly report documenting Architecture team activities and accomplishments	Month 5	\$175,000.00	\$17,500.00	\$157,500.00
6.5	Architecture Status Report - Month 6	Monthly report documenting Architecture team activities and accomplishments	Month 6	\$175,000.00	\$17,500.00	\$157,500.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
6.6	Architecture Status Report - Month 7	Monthly report documenting Architecture team activities and accomplishments	Month 7	\$175,000.00	\$17,500.00	\$157,500.00
6.7	Architecture Status Report - Month 8	Monthly report documenting Architecture team activities and accomplishments	Month 8	\$175,000.00	\$17,500.00	\$157,500.00
6.8	Architecture Status Report - Month 9	Monthly report documenting Architecture team activities and accomplishments	Month 9	\$175,000.00	\$17,500.00	\$157,500.00
6.9	Architecture Status Report - Month 10	Monthly report documenting Architecture team activities and accomplishments	Month 10	\$175,000.00	\$17,500.00	\$157,500.00
6.1	Architecture Status Report - Month 11	Monthly report documenting Architecture team activities and accomplishments	Month 11	\$175,000.00	\$17,500.00	\$157,500.00
6.11	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	Architecture Status Report - Month 13	Monthly report documenting Architecture team activities and accomplishments	Month 13	\$150,000.00	\$15,000.00	\$135,000.00
6.13	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	Architecture Status Report - Month 15	Monthly report documenting Architecture team activities and accomplishments	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
7	Release and Configuration Management Report	Summary of Release and Configuration management activities in the preceding 2 months			\$0.00	\$0.00
7.1	Release and Configuration Management Report - Month 4	Summary of Release and Configuration management activities in the preceding 2 months	Month 4	\$250,000.00	\$25,000.00	\$225,000.00
7.2	Release and Configuration Management Report - Month 6	Summary of Release and Configuration management activities in the preceding 2 months	Month 6	\$200,000.00	\$20,000.00	\$180,000.00
7.3	Release and Configuration Management Report - Month 8	Summary of Release and Configuration management activities in the preceding 2 months	Month 8	\$200,000.00	\$20,000.00	\$180,000.00
7.4	Release and Configuration	Summary of Release and Configuration management	Month 10	\$200,000.00	\$20,000.00	\$180,000.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
	Management Report - Month 10	activities in the preceding 2 months				
7.5	Release and Configuration Management Report - Month 12	Summary of Release and Configuration management activities in the preceding 2 months	Month 12	\$200,000.00	\$20,000.00	\$180,000.00
7.6	Release and Configuration Management Report - Month 14	Summary of Release and Configuration management activities in the preceding 2 months	Month 14	\$150,000.00	\$15,000.00	\$135,000.00
7.7	Release and Configuration Management Report - Month 15	Summary of Release and Configuration management activities in the preceding 2 months	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
8	Test Capability Report	Summary of Test Automation activities in the preceding 2 months			\$0.00	\$0.00
8.1	Test Capability Report - Month 4	Summary of Test Automation activities in the preceding 2 months	Month 4	\$250,000.00	\$25,000.00	\$225,000.00
8.2	Test Capability Report - Month 6	Summary of Test Automation activities in the preceding 2 months	Month 6	\$200,000.00	\$20,000.00	\$180,000.00
8.3	Test Capability Report - Month 8	Summary of Test Automation activities in the preceding 2 months	Month 8	\$200,000.00	\$20,000.00	\$180,000.00
8.4	Test Capability Report - Month 10	Summary of Test Automation activities in the preceding 2 months	Month 10	\$200,000.00	\$20,000.00	\$180,000.00
8.5	Test Capability Report - Month 12	Summary of Test Automation activities in the preceding 2 months	Month 12	\$200,000.00	\$20,000.00	\$180,000.00
8.6	Test Capability Report - Month 14	Summary of Test Automation activities in the preceding 2 months	Month 14	\$200,000.00	\$20,000.00	\$180,000.00
8.7	Test Capability Report - Month 15	Summary of Test Automation activities in the preceding 2 months	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
9	Environment Management Report	Summary of SDLC Environment management activities in the preceding 2 months			\$0.00	\$0.00
9.1	Environment Management Report - Month 2	Summary of SDLC Environment management activities in the preceding 2 months	Month 2	\$275,000.00	\$27,500.00	\$247,500.00
9.2	Environment Management Report - Month 4	Summary of SDLC Environment management activities in the preceding 2 months	Month 4	\$275,000.00	\$27,500.00	\$247,500.00
9.3	Environment Management Report - Month 6	Summary of SDLC Environment management activities in the preceding 2 months	Month 6	\$275,000.00	\$27,500.00	\$247,500.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
9.4	Environment Management Report - Month 8	Summary of SDLC Environment management activities in the preceding 2 months	Month 8	\$250,000.00	\$25,000.00	\$225,000.00
9.5	Environment Management Report - Month 10	Summary of SDLC Environment management activities in the preceding 2 months	Month 10	\$250,000.00	\$25,000.00	\$225,000.00
9.6	Environment Management Report - Month 12	Summary of SDLC Environment management activities in the preceding 2 months	Month 12	\$135,000.00	\$13,500.00	\$121,500.00
9.7	Environment Management Report - Month 14	Summary of SDLC Environment management activities in the preceding 2 months	Month 14	\$125,000.00	\$12,500.00	\$112,500.00
9.8	Environment Management Report - Month 15	Summary of SDLC Environment management activities in the preceding 2 months	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
10	Vision Prototypes	Summary of all conceptual prototypes created in Vision Phase	Month 2	\$375,000.00	\$37,500.00	\$337,500.00
11	Security Extensions Summary	Monthly Summary of Security Extension Activities and Accomplishments			\$0.00	\$0.00
11.1	Security Extensions Summary - Month 1	Monthly Summary of Security Extension Activities and Accomplishments	Month 1	\$300,000.00	\$30,000.00	\$270,000.00
11.2	Security Extensions Summary - Month 2	Monthly Summary of Security Extension Activities and Accomplishments	Month 2	\$275,000.00	\$27,500.00	\$247,500.00
11.3	Security Extensions Summary - Month 3	Monthly Summary of Security Extension Activities and Accomplishments	Month 3	\$275,000.00	\$27,500.00	\$247,500.00
11.4	Security Extensions Summary - Month 4	Monthly Summary of Security Extension Activities and Accomplishments	Month 4	\$275,000.00	\$27,500.00	\$247,500.00
11.5	Security Extensions Summary - Month 5	Monthly Summary of Security Extension Activities and Accomplishments	Month 5	\$275,000.00	\$27,500.00	\$247,500.00
11.6	Security Extensions Summary - Month 6	Monthly Summary of Security Extension Activities and Accomplishments	Month 6	\$275,000.00	\$27,500.00	\$247,500.00
11.7	Security Extensions Summary - Month 7	Monthly Summary of Security Extension Activities and Accomplishments	Month 7	\$275,000.00	\$27,500.00	\$247,500.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
11.8	Security Extensions Summary - Month 8	Monthly Summary of Security Extension Activities and Accomplishments	Month 8	\$275,000.00	\$27,500.00	\$247,500.00
11.9	Security Extensions Summary - Month 9	Monthly Summary of Security Extension Activities and Accomplishments	Month 9	\$275,000.00	\$27,500.00	\$247,500.00
11.10	Security Extensions Summary - Month 10	Monthly Summary of Security Extension Activities and Accomplishments	Month 10	\$275,000.00	\$27,500.00	\$247,500.00
11.11	Security Extensions Summary - Month 11	Monthly Summary of Security Extension Activities and Accomplishments	Month 11	\$275,000.00	\$27,500.00	\$247,500.00
11.12	Security Extensions Summary - Month 12	Monthly Summary of Security Extension Activities and Accomplishments	Month 12	\$250,000.00	\$25,000.00	\$225,000.00
11.13	Security Extensions Summary - Month 13	Monthly Summary of Security Extension Activities and Accomplishments	Month 13	\$250,000.00	\$25,000.00	\$225,000.00
11.14	Security Extensions Summary - Month 14	Monthly Summary of Security Extension Activities and Accomplishments	Month 14	\$150,000.00	\$15,000.00	\$135,000.00
11.15	Security Extensions Summary - Month 15	Monthly Summary of Security Extension Activities and Accomplishments	Month 15	\$75,000.00	\$7,500.00	\$67,500.00
12	Release 20.A Transition Report	Summary Report of output from testing	Month 3	\$475,000.00	\$47,500.00	\$427,500.00
13	Release 20.A Production Report	Summary Report of output from production	Month 4	\$650,000.00	\$65,000.00	\$585,000.00
14	GCM Bridge Elaboration Summary	Summary of Elaboration deliverables for GCM Bridge	Month 2	\$650,000.00	\$65,000.00	\$585,000.00
15	GCM Bridge TDD Summary	Summary of TDD deliverables for GCM Bridge	Month 3	\$500,000.00	\$50,000.00	\$450,000.00
16	Prior Phase AMP processes to GCM Elaboration Summary	Summary of Elaboration deliverables for Prior phase AMP processes to GCM	Month 2	\$650,000.00	\$65,000.00	\$585,000.00
17	Prior Phase AMP processes to GCM TDD Summary	Summary of TDD deliverables for prior phase AMP processes to GCM	Month 3	\$500,000.00	\$50,000.00	\$450,000.00
18	Data Interfaces Elaboration Summary	Summary of Elaboration deliverables for data interfaces	Month 2	\$450,000.00	\$45,000.00	\$405,000.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
19	Data Interfaces TDD Summary	Summary of TDD deliverables for data interfaces	Month 3	\$450,000.00	\$45,000.00	\$405,000.00
20	20.B Transition Phase Summary Report	Summary of output from testing activities for Release 20.B	Month 5	\$875,000.00	\$87,500.00	\$787,500.00
21	20.B Production Phase Summary Report	Summary of output from Production Support activities for Release 20.B	Month 6	\$650,000.00	\$65,000.00	\$585,000.00
22	Cloud Deployment Design Document	Summary of Elaboration deliverables for migration	Month 5	\$400,000.00	\$40,000.00	\$360,000.00
23	Release 20.C Transition Phase Summary Report	Summary of output from testing activities for Release 20.C	Month 7	\$400,000.00	\$40,000.00	\$360,000.00
24	Release 20.C Transition Report	Summary report of Release 20.C	Month 7	\$400,000.00	\$40,000.00	\$360,000.00
25	Correspondence Elaboration Summary	Summary of Elaboration deliverables for Correspondence.	Month 9	\$300,000.00	\$30,000.00	\$270,000.00
26	Correspondence TDD Summary	Summary of TDD deliverables for Correspondence.	Month 11	\$250,000.00	\$25,000.00	\$225,000.00
27	PC Elaboration Summary	Summary of Elaboration deliverables for Parcel Change	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
28	PC TDD Summary	Summary of TDD deliverables for Parcel Construction	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
29	Transfer Elaboration Summary	Summary of Elaboration deliverables for Transfers	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
30	Transfer TDD Summary	Summary of TDD deliverables for Transfers	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
31	DIV Elaboration Summary	Summary of Elaboration deliverables for DIV	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
32	DIV TDD Summary	Summary of TDD deliverables for DIV	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
33	Major Exemptions Elaboration Summary	Summary of Elaboration deliverables for Major Exemptions	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
34	Major Exemptions TDD Summary	Summary of TDD deliverables for Major Exemptions	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
35	Assessment Appeals Elaboration Summary	Summary of Elaboration deliverables for Assessment Appeals	Month 7	\$150,000.00	\$15,000.00	\$135,000.00
36	Assessment Appeals TDD Summary	Summary of TDD deliverables for Assessment Appeals	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
37	PI Elaboration Summary	Summary of Elaboration deliverables for PI	Month 7	\$150,000.00	\$15,000.00	\$135,000.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
38	PI TDD Summary	Summary of TDD deliverables for PI	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
39	Cross Reference Elaboration Summary	Summary of Elaboration deliverables for Cross Reference	Month 7	\$150,000.00	\$15,000.00	\$135,000.00
40	Cross Reference TDD Summary	Summary of TDD deliverables for Cross Reference	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
41	WIP Elaboration Summary	Summary of Elaboration deliverables for WIP	Month 7	\$250,000.00	\$25,000.00	\$225,000.00
42	WIP TDD Summary	Summary of TDD deliverables for WIP	Month 9	\$250,000.00	\$25,000.00	\$225,000.00
43	Marine/Aircraft/Leasing Elaboration Summary	Summary of Elaboration deliverables for Marine, Aircraft, and Leasing	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
44	Marine/Aircraft/Leasing TDD Summary	Summary of TDD deliverables for Marine, Aircraft, and Leasing	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
45	Field Book Elaboration Summary	Summary of Elaboration deliverables for Field Books	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
46	Field Book TDD Summary	Summary of TDD deliverables for Field Books	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
47	SDR/eFile Elaboration Summary	Summary of Elaboration deliverables for SDR and eFile	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
48	SDR/eFile TDD Summary	Summary of TDD deliverables for SDR and eFile	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
49	AC Transactions Elaboration Summary	Summary of Elaboration deliverables for AC and TTC	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
50	AC Transactions TDD Summary	Summary of TDD deliverables for AC and TTC	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
51	Audit Pool Elaboration Summary	Summary of Elaboration deliverables for Audit Pooling	Month 8	\$150,000.00	\$15,000.00	\$135,000.00
52	Audit Pool Transactions TDD Summary	Summary of TDD deliverables for Audit Pooling	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
53	Miscellaneous Legacy System Elaboration Summary	Summary of Elaboration deliverables for Miscellaneous Legacy Systems	Month 9	\$200,000.00	\$20,000.00	\$180,000.00
54	Miscellaneous Legacy System TDD Summary	Summary of TDD deliverables for Miscellaneous Legacy Systems	Month 10	\$175,000.00	\$17,500.00	\$157,500.00
55	Roll Support Extensions Elaboration Summary	Summary of Elaboration deliverables for Roll Support Extensions	Month 9	\$150,000.00	\$15,000.00	\$135,000.00

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
56	Roll Support Extensions TDD Summary	Summary of TDD deliverables for Roll Support Extensions	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
57	Split Roll Elaboration Summary	Summary of Elaboration deliverables for Split Roll	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
58	Split Roll TDD Summary	Summary of TDD deliverables for Split Roll	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
59	Projected Roll Elaboration Summary	Summary of Elaboration deliverables for Projected Roll	Month 9	\$150,000.00	\$15,000.00	\$135,000.00
60	Projected Roll TDD Summary	Summary of TDD deliverables for Projected Roll	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
61	Roll Information Products Elaboration Summary	Summary of Elaboration deliverables for Roll Information Products	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
62	Roll Information Products TDD Summary	Summary of TDD deliverables for Roll Information Products	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
63	Roll Exceptions Elaboration Summary	Summary of Elaboration deliverables for Roll Exceptions	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
64	Roll Exception TDD Summary	Summary of TDD deliverables for Roll Exceptions Products	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
65	ME Elaboration Summary	Summary of Elaboration deliverables for Miscellaneous Extensions	Month 6	\$150,000.00	\$15,000.00	\$135,000.00
66	ME TDD Summary	Summary of TDD deliverables for Miscellaneous Extensions	Month 10	\$150,000.00	\$15,000.00	\$135,000.00
67	Release 21.A Transition Report	Summary of output from Testing Activities for Release 21.A	Month 14	\$874,892.00	\$87,489.20	\$787,402.80
68	Release 21.A Production Report	Summary of output from Production Support Activities for Release 21.A	Month 15	\$650,000.00	\$65,000.00	\$585,000.00
69	Project Closeout Report	Report of project closeout activities	Month 16	\$450,000.00	\$45,000.00	\$405,000.00

B. Fees and Expenses: Production Operations and Maintenance (“O&M”)

You agree to pay Oracle a fee of three million one hundred and sixty two thousand and six hundred and ninety two dollars (\$3,162,692.00) for services and deliverables described in Section 5.3 of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. The provisions of Section 7.5 Holdbacks shall not apply to this Production Operations and Maintenance (“O&M”). 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.

As of the Effective Date of the Agreement, 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 Project Workplan, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the Assessor and Oracle Project managers and recorded in the weekly status reports.

Table 75: O&M Deliverables Fee Table

#	Deliverable Name	Deliverable Description	Expected Delivery Month	Value	10% hold back	Deliverable value
OM1	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 1	\$210,846.00	\$0.00	\$210,846.00
OM2	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 2	\$210,846.00	\$0.00	\$210,846.00
OM3	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 3	\$210,846.00	\$0.00	\$210,846.00
OM4	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 4	\$210,846.00	\$0.00	\$210,846.00
OM5	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 5	\$210,846.00	\$0.00	\$210,846.00
OM6	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 6	\$210,846.00	\$0.00	\$210,846.00
OM7	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 7	\$210,846.00	\$0.00	\$210,846.00
OM8	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 8	\$210,846.00	\$0.00	\$210,846.00
OM9	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 9	\$210,846.00	\$0.00	\$210,846.00
OM10	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 10	\$210,846.00	\$0.00	\$210,846.00
OM11	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 11	\$210,846.00	\$0.00	\$210,846.00
OM12	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 12	\$210,846.00	\$0.00	\$210,846.00
OM13	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 13	\$210,846.00	\$0.00	\$210,846.00
OM14	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 14	\$210,846.00	\$0.00	\$210,846.00
OM15	Monthly O&M Summary Report	Covers O&M activities for the above services	Month 15	\$210,848.00	\$0.00	\$210,848.00

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

7. Oracle Services (Time & Materials)

Oracle's scope of services under this SOW will also include the services and deliverables described in this section. The Parties agree that the services in this Section are to be provided on a Time & Materials basis.

A. Description of Services

At Your direction, Oracle will provide You with technical assistance with AMP Phase IV implementation which may include:

1. Provide technical assistance to Your team for Phase IV 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 for implementing refactoring
3. Deliverables: The services specified above are provided to assist you with the development of the following deliverables.

Table 76: T&M Deliverables

Deliverable#	Deliverable Name	Deliverable Description	Estimated Month
TM-01 to 16	Monthly <i>T&M Summary Report</i>	Status report to include an executive summary of key accomplishments and issues; tasks, subtasks, deliverables, goods, and services that were completed (including those that were unscheduled) and not completed for each reporting period with details of hours worked.	Months 1-16 (as required for work executed in the month)

Your Obligations – Time and Materials (T&M)

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. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. 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.).
6. Provide any notices, and obtain any consents, required for Oracle to perform services.

7. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
8. 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.
9. Be responsible for day to day management of the project, project work schedule and associated outputs.
10. Participate in and assist with all services tasks.
11. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of services.
12. 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.

Project Assumptions – Time and Materials

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. The fee estimate is an estimate only, is based on the limited information available to Oracle at the time of the estimate, assumes that You and Oracle will agree to a staff augmentation model, and assumes that You will be solely responsible for the project management and direction of services.
4. Oracle is not obligated to provide any onsite services at Your facilities in periods of less than forty (40) hours per week per resource.
5. 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.
6. Services performed at Your facilities located at Los Angeles, CA will use the on-site T&M rates
7. Services performed at Oracle's facilities will use the offsite T&M rates.
8. Services may be performed remotely.
9. Oracle's standard documentation format will be used for any documentation prepared and / or delivered during the performance of services.
10. You shall designate a project manager who shall be solely responsible for project management associated with this SOW and the direction of services provided to You by Oracle under this SOW. Oracle shall provide services under this SOW under the direction of such project manager, who shall make all decisions in connection with project management and direction of services under this SOW.
11. 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.
12. 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 parts of Your Oracle software environment are accessible through the VPN.

13. 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.
14. 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.
15. 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.

B. 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 77: AMP Phase IV T&M Rates

	Rate / hour offsite	Rate / hour onsite
Onshore Resources		
9 - Sr. Practice/Tech Director	\$253.99	\$303.99
8 - Practice/Tech Director	\$233.19	\$283.19
7 - Practice/Tech Manager	\$205.24	\$255.24
6T - Senior Principal Consultant	\$192.24	\$242.24
5 - Principal Consultant	\$172.74	\$222.74
4 - Senior Consultant	\$146.74	\$196.74
3 - Staff Consultant	\$131.14	\$181.14
2 - Associate Consultant	\$112.13	\$162.13
Global Resources		
9 - Senior Practice Director Remote	\$132.03	
8 - Senior Technical Director Remote	\$123.91	
7 - Technical Manager Remote	\$90.84	
6 - Senior Principal Remote	\$71.09	
5 - Principal Remote	\$52.16	
4 - Senior Remote	\$39.73	
3 - Staff Remote	\$34.61	
2 - Assoc. Remote	\$28.68	

All 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 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 – please refer to the table above.

This quote is valid through October 29, 2019 and shall become binding upon execution by LAC Assessor and acceptance by Oracle.

DRAFT



WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

BOARD AGENDA DATE:

10/29/2019

SUBJECT:

AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE FOR PHASE IV 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 and implementation of Phase IV 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 (69 deliverables) and the project timeline is 16 months. This phase is broken down into four software releases. The services covered in this phase include Enterprise Architecture, Data Security Middleware Architecture, Business Integration, Software Engineering, and Data Warehousing. The emphasis of this phase will be on a new development to deliver capabilities that are currently provided on the legacy mainframe platform. These capabilities are related to Secured Properties, Change in Ownership, Decline in Value, Exemptions, Assessment Appeals, Parcel Changes, Unsecured Properties, Cross-Reference and Roll Support. It will also include developing interfaces with systems that will not be migrated to AMP as part of Phase IV. Additionally, the AMP production, staging, and disaster recovery environments will be migrated to the Oracle Cloud. Because of that migration, the corresponding environments at the County Data Center (DC1) will be retired.

The Assessor is also requesting delegated authority to execute a Sole Source Agreement with Oracle for application management services for Oracle Cloud for hosted environments.

Oracle led the development efforts for Phases I, II, and III of this project. Because of that, Oracle has developed a deep understanding of the Assessor's business processes and requirements. The Office of the Chief Information Officer (OCIO) 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 the previous phases, the Oracle and County project teams, including dedicated project management staff and executive sponsorship will remain intact. Additionally, because of the inherent benefits related with having the same partner develop and host the system, our office supports the requested hosting option.

AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE FOR PHASE IV OF THE ASSESSOR'S MODERNIZATION PROJECT

Contract Amount: **\$40,493,000**

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Development Services \$ 34,441,000

Oracle Staff Resources \$ 3,163,000

Ongoing annual costs:

Oracle Hosting..... \$ 2,889,000

Contract Costs: \$ 40,493,000

Notes:

THE DEVELOPMENT SERVICES COST OF \$34,441,000 INCLUDES A 10% CONTINGENCY TO BE USED FOR NECESSARY CHANGE ORDERS, AMENDMENTS, OR ADDITIONAL SERVICES. THE ORACLE STAFF RESOURCES COST OF \$3,163,000 WILL BE FULLY OFF-SET BY DEPARTMENT SAVINGS RELATED TO S&EB. THE ORACLE HOSTING COST OF \$2,889,000 WILL BE FULLY OFF-SET BY DEPARTMENT SAVINGS RELATED TO INTERNAL SERVICES DEPARTMENT (ISD) HOSTING COSTS. IN FISCAL YEAR (FY) 2019-20, \$26,371,000 FROM THE LEGACY SYSTEM MODERNIZATION FUND WILL BE ALLOCATED TO THIS PHASE OF THE PROJECT. IN FY 2020-21, \$6,264,000 FROM THE LEGACY SYSTEM MODERNIZATION FUND WILL BE ALLOCATED TO THIS PHASE OF THE PROJECT.

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 developing a detailed Statement of Work that includes proven project management and software development methodologies, and a well-defined testing strategy. Cost risks have been mitigated by making this a fixed-price, deliverables-based engagement (69 deliverables). The Assessor has also included a 10% contingency to address unforeseen needs, and there is a 10% withhold on each deliverable payment. The withholds will be released upon final system acceptance. Schedule risks have been mitigated by developing an aggressive, but achievable, timeline. The timeline is consistent with the target date of July 2021 to decommission the mainframe.
2. Because the Assessor's goal is to gradually take on more of the technical responsibility for development and support of the AMP system, to become less dependent on Oracle technical resources, and eventually be self-sufficient, there is a risk around knowledge transfer. Also, the Assessor continues to have challenges regarding hiring and retaining quality software development resources. The Assessor must continue focusing on this to become less dependent on high-priced Oracle technical resources. The Assessor reports that they are working with the Department of Human Resources (DHR) on a long-term solution.
3. As the Assessor plans its AMP migration to the Oracle cloud, there is a risk about fully understanding the computing and support model of commercial cloud computing. The OCIO recommends that the Assessor develop a detailed Service Level Agreement (SLA) with Oracle, to support the migration from the County data center to the Oracle cloud, and develop a detailed migration strategy for the production environment to include a rollback plan if something were to fail during the migration. Also, Oracle should provide the Assessor with an alternate data center strategy in the case of a primary data center failure as part of the SLA.

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE
FOR PHASE IV OF THE ASSESSOR'S MODERNIZATION PROJECT**

4. The OCIO has completed a review of the Privacy and Security language included in the Contract and do not see the need to change the language given the review of the security language by outside counsel with input from the OCIO as part of the original contract negotiations.

PREPARED BY:

For [Signature]

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

10/17/2019

DATE

APPROVED:

[Signature]

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

10/17/2019

DATE