



**JEFFREY PRANG**  
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**COUNTY OF LOS ANGELES**  
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November 06, 2024

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

Dear Supervisors:

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE  
AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) FOR PHASE V OF THE  
ASSESSOR MODERNIZATION PROJECT (AMP)  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**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 V of the Assessor Modernization Project (AMP).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Assessor, or designee, to execute a substantially similar Sole Source Agreement (Attachment I) with Oracle, effective upon execution, and delegate authority for necessary subsequent Change Orders and Amendments for the implementation of AMP Phase V at the maximum amount of \$13,200,000, which includes a contingency of 10%, with concurrence from the Chief Executive Office (CEO) and Chief Information Office (CIO). The attached Agreement was approved as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

**BACKGROUND**

Over the last several years, the Assessor has executed modernization efforts aimed at replacing its legacy system environment via the development of an integrated property assessment replacement system known as AMP. AMP is a five (5) phase agile software development project being co-developed with Oracle.

On June 16, 2015, your Board authorized the first Work Order for AMP under the Master Service Agreement with Oracle to develop Phase I, which produced the overall enterprise architecture and foundation for AMP. On November 9, 2016, your Board authorized Phase II of AMP, which built on the groundwork developed in Phase I and provided additional functional components. On May 29, 2018, your Board authorized Phase III of AMP, which continued the development of key processes designed to intake, manage and initiate data and documents to support new AMP business processes, and further laid the architectural and technical foundation for Phase IV. On October 29, 2019, your Board authorized Phase IV of AMP, which involved the development of new business functionalities and system processes to decommission the Assessor's mainframe known as the Property Database (PDB). Your Board approved subsequent Amendments to Phase IV extending the development and testing schedule, and increasing scope to provide extended operational support and stabilization services for AMP. On August 5, 2024, the Assessor decommissioned its mainframe and cut over to AMP.

This request, Phase V, will complete the Assessor's legacy efforts with Oracle focusing on operational stability, knowledge transfer, and design and architecture for the Assessor's final major legacy systems including the IBM AS/400 (AS400) and the Possessory Interest Database Management System (PIDBMS). Phase V will provide software development and operational support for the successful delivery of the 2025 Assessment Roll. The duration of Phase V is anticipated to be twelve (12) months.

## **JUSTIFICATION**

AMP was built to replace the Assessor's legacy systems. Each phase was heavily dependent on data structures, business rules, and system components established and developed in the preceding phases. Phase V will build on the key components developed in the previous four (4) phases. Maintaining the same vendor is critical for operational stability and knowledge transfer.

AMP was developed with specialized software and professional services. Over the past years, Oracle architects and technical staff have been working hand-in-hand with Assessor staff developing complex data structures and business rules to support property taxation in the County. Throughout this period, the Assessor has been able to evaluate Oracle's performance on this critical project and make adjustments as necessary. Introducing a new vendor to the AMP project at this time would introduce new risk, significantly disrupt the project, create major delays, and increase costs.

Throughout Phase III and IV, the Assessor used the acquired knowledge to gradually reduce its dependence on Oracle. In Phase V, the Assessor will use Oracle to enhance Oracle built functionality, ensure the successful delivery of the 2025 Assessment roll, and provide final knowledge transfer of the system. Assessor, at the end of this phase, will take over full functional development of AMP to continue its legacy replacement efforts of surviving systems.

Oracle provides the most complete solution to address the business needs of the Assessor for the successful completion of AMP. Oracle has provided professional service, met project expectations, and is committed to the success of AMP. The Assessor's

continued partnership with Oracle will provide project continuity, cost savings and timely delivery of a fully integrated and modernized assessment system.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County's Strategic Plan, Goal North Star 3 A. Communication and Public Access by providing increased transparency and accessibility to government services, communication and driving efficient public services and Goal North Star 3 F. Flexible and Efficient Infrastructure by evaluating our current Information Technology (IT) infrastructure and capital projects, and address identified needs to replace or modernize legacy/obsolete infrastructure and to lavage technological advancements that increase visibility, accessibility, and ease of use for residents.

### **FISCAL IMPACT/FINANCING**

The total maximum amount for AMP Phase V Sole Source Agreement is \$13,200,000. The funding is included in the Assessor's FY 2024-25 Final Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with Board Policy 5.100, Sole Source Contracts, the Assessor provided notification to the Board on May 17, 2023, four weeks prior to initiating negotiations for a new Sole Source Agreement with Oracle for AMP Phase V. On August 21, 2023, an update to your Board was provided regarding the change from a proposed new contract to amending the existing Sole Source Agreement for AMP Phase IV. On July 17, 2024, the Assessor provided notification to resume negotiations for AMP Phase V to the Board.

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 IV agreement your Board previously reviewed and approved.

Honorable Board of Supervisors

November 06, 2024

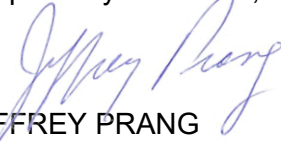
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The Chief Information Officer (CIO) has reviewed this request and recommends approval. A CIO Analysis is not required as the contract is for continued licensing, maintenance and support services, and no new technology is being implemented at the time.


**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:

  
PETER LOO  
Chief Information Officer

JP:ST:kl:st

Enclosures

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



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**ORACLE AMERICA, INC.**

**Assessor Modernization Project (Phase V)**

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Attachment I

**STANDARD EXHIBITS**

- A STATEMENT OF WORK AND ATTACHMENTS
- B INTENTIONALLY OMITTED
- C COUNTY’S ADMINISTRATION
- D CONTRACTOR’S ADMINISTRATION
- E INTENTIONALLY OMITTED
- F SAFELY SURRENDERED BABY LAW
- G INTENTIONALLY OMITTED
- H INTENTIONALLY OMITTED
- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

This Agreement for the Assessor Modernization Project (Phase V) (“**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 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 then the SOW and then to the Exhibits in the order set forth in Paragraph 1.0 below. 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, County and Contractor entered into an agreement dated October 29, 2019 for the development of 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, and Assessment Appeals;

WHEREAS, the primary objective of this Agreement is to initiate the fifth and final phase of AMP (“**Phase V**”), to support the functionality built in Phases I - IV and replace the final major legacy systems including: IBM AS/400 (AS400) and Possessory Interest Database Management System (PIDBMS);

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

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

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

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

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

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work and Attachments
- 1.2 EXHIBIT B - Intentionally Omitted
- 1.3 EXHIBIT C - County’s Administration
- 1.4 EXHIBIT D - Contractor’s Administration
- 1.5 EXHIBIT E - Intentionally Omitted
- 1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.7 EXHIBIT G - Intentionally Omitted
- 1.8 EXHIBIT H - Intentionally Omitted
- 1.9 EXHIBIT I - Information Security and Privacy Requirements



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 will 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 and Attachments) 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 V 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 V 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, Attachment, Schedule, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work and Attachments).

**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 and Attachments), 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 and Attachments).

**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 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.

## **2.26 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.

## **2.27 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.

**2.28 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).

**2.29 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, if desired by County, may be procured under a separate agreement between the parties.

**2.30 Solution**

The aggregate Deliverables and Services provided and/or rendered by Contractor (as set forth in Exhibit A (Statement of Work and Attachments) 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 V of AMP.

**2.31 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.

**2.32 Subcontractor**

A subcontractor of Contractor at any tier.

**2.33 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 and Attachments). 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 will 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 will 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 and Attachments). 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 will have no claim whatsoever against County.

### **4.2 Services.**

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

4.2.2 Contractor will provide Services in accordance with Exhibit A (Statement of Work and Attachments) 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 will 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 will 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 will 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 will provide the training to County and its personnel set forth in Exhibit A (Statement of Work and Attachments).

#### **4.4 Optional Work**

Upon County's written request and mutual approval pursuant to the terms of this Agreement, Contractor will 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 and Attachments).

##### **4.4.1 Professional Services**

Contractor will 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 will 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 Attachments) 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 will become a part of the Services, and will 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 V 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 will 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 will 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 will 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 will 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 Time Is of the Essence

Time is of the essence with regard to the performance of the Services, which for purposes of this Agreement will 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, will be subject to acceptance testing by County as specified in Exhibit A (Statement of Work and Attachments), 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 Attachments) and this Paragraph 5.0 (Acceptance) (the “**Acceptance Criteria**”). Such Acceptance Criteria will 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 and Attachments)), 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 will have either five (5) business days if such Deliverable is on the project Critical Path (as defined in Exhibit A (Statement of Work and Attachments)) 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 will 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 will use all reasonable efforts to promptly cure any such deficiencies. After completing such cure, Contractor will resubmit such Deliverable for County’s review and testing as set forth above. Upon accepting any Deliverable submitted by Contractor, County will 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 will 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 and Attachments) or that a

Service or Deliverable has been completed, County and/or Contractor will conduct all tests (hereinafter “**Acceptance Test(s)**”) specified in Exhibit A (Statement of Work and Attachments) 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 and Attachments), or otherwise deemed appropriate and mutually agreed by the Parties. For each test, Contractor will 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 will 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 and Attachments).

### **5.4 Solution Use**

Following implementation of the Solution by Contractor and prior to Final Acceptance by County, County will 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 will not restrict Contractor’s performance under this Agreement and will 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 will 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 will provide County with a diagnosis of the Defect and proposed solution(s), and Contractor will correct such Defect by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor will 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 will be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Statement of Work and Attachments).

#### 5.5.2 Performance Verification Report

Contractor will provide to County the performance verification report, including supporting Documentation that the Solution complies with the Specifications. Contractor will conduct a review with County at a meeting scheduled by County (such meeting will 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 will 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 will 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 will provide County with a signed Acceptance Certificate and County’s Project Director will provide Contractor with written approval, as evidenced by

County's Project Director's countersignature on such Acceptance Certificate. Final Acceptance will 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 will be deemed a material breach by County under this Agreement; and (b) at Contractor's request the Parties will 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 will promptly notify Contractor in writing as set forth in Sub-Paragraph 5.1 (Acceptance Criteria).
- 5.6.2 Such procedure will 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 will utilize the Dispute Resolution Procedure, and if the parties fail to agree upon a means of resolving the issue, then County will 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 will 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 and Attachments) 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 will 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 will 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 will terminate effective upon the effective date of such termination.

## **6.0 TERM OF AGREEMENT**

### **6.1 Agreement Term**

The term of this Agreement will 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 will invoice County in accordance with Exhibit A (Statement of Work and Attachments) (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 7.3 of this Agreement).

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

**7.3** The Maximum Agreement Sum under this Agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, Services under and during the term of this Agreement (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 will be due Contractor for such Services. The Maximum Agreement Sum, including all applicable taxes and Pool Dollars for Optional Work, authorized by County hereunder will not exceed Thirteen Million Two Hundred Thousand Dollars (\$13,200,000) as further detailed in Exhibit A (Statement of Work and Attachments), 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 will cover the authorized payments for the Services, Deliverables, and any Optional Work. Unless otherwise agreed in writing, the Maximum Agreement Sum will not be adjusted for any costs or expenses whatsoever of Contractor. Contractor will 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 and Attachments). Upon occurrence of this event, Contractor will promptly send written notification to County's Project Director at the address herein provided in Exhibit C (County's Administration).

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

Except as agreed by the Parties in writing (for example, pursuant to Subparagraph 9.7.2), Contractor will 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 will 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 must promptly notify County and repay such funds to County. Payment by County for services rendered after expiration/termination of this Agreement will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Agreement.

#### **7.5 Holdbacks**

The Fees will be allocated among the Deliverables as set forth in Exhibit A (Statement of Work and Attachments). 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 will 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 and Attachments).

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 Subparagraph 7.7 (County Approval of Invoices). 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 will 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 will 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 7.8 (Invoice Discrepancies), and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work and Attachments) provided herein.

Notwithstanding the foregoing in this Sub-paragraph 7.5 (Holdbacks), where the Statement of Work provides, there will be no Holdback Amounts applicable and no fees held back pending Final Acceptance.

## **7.6 Invoices**

Contractor must invoice County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Agreement, and must 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 will be as provided in Exhibit A (Statement of Work and Attachments), and Contractor will 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, will in no way affect the responsibility of Contractor to furnish the Services and Deliverables in accordance with this Agreement, and will not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

Contractor's invoices must be priced in accordance with Exhibit A (Statement of Work and Attachments).

Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) 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 must submit the invoices to County by the 15th calendar day of the month following the month of service.



All invoices under this Agreement must 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

#### **7.7 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 will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **7.8 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 will 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 will be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, will 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).

#### **7.9 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.

#### **7.10 Preference Program Enterprises – Prompt Payment Program (if applicable)**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent

with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

### **7.11 Budget Reductions**

In the event that County's Board adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, 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 will 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 will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Agreement.

### **7.12 Record Retention and Inspection/Audit Settlement**

During the term of this Agreement and for twenty four (24) months thereafter, Contractor must 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 must 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, will 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, will be kept and maintained by Contractor and will 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.

7.12.1 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 must 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 will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 7.12.2 Failure on the part of Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 7.12.3 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 will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

### **7.13 Taxes**

The Maximum Agreement Sum shown in Sub-paragraph 7.3 will 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 will be paid directly by Contractor to the State or other taxing authority. Contractor will be solely liable and responsible for, and will indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor will be solely liable and responsible for, and will 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 will pay such tax directly to the State or other taxing authority. In addition, Contractor will 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.

### **7.14 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 will 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 will 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 WILL 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**” will 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) will utilize commercially available virus scanning software to scan software Deliverables before delivery to County and (b) will 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, will 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 will 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 will 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 will 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 7.13 (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 will 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. Termination of work hereunder will 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 will 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 will 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 will 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 will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 9.3.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.



9.3.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **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 will 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 will 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 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 will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will 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 this Agreement, as applicable, then, unless otherwise mutually agreed in writing:

1. The Parties will continue the performance of this Agreement to the extent not terminated.
2. Contractor will 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 will 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 this Agreement as a whole, any portion of the Statement of Work that has not been completed will be deemed terminated in accordance with this Paragraph 9.0 (Termination) as of the effective date of such termination.
  6. Contractor will, at County's election, promptly return to County (or destroy) any and all of the County Confidential Information that relates to the portion of this Agreement or Services terminated by County, in accordance with Sub-paragraph 3.1.1 (Ownership of County Data, Contractor Works and Joint Property).
- 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 will 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 will 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 will be conditioned on County continuing to comply with its obligations under this Agreement, including payment of all applicable fees. Contractor will 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 will 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 will 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 will 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 will notify Contractor in writing of any changes as they occur.

### **10.1 County's Project Director**

The role 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 role 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.

### **10.3 County's Project Monitor**

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

## **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 must notify County in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

11.1.2 Contractor's Project Director will be responsible for Contractor's activities as related to this Agreement and will 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 must notify County in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

11.2.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Agreement and will coordinate with County's Project Manager and County's Project Monitor 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 staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

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

- 11.4.2 Contractor must 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 must notify County within five (5) business days. Contractor must retrieve and return staff's County ID badge to County on the next business day after the staff has terminated employment with Contractor.
- 11.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to County on the next business day after the staff 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 will not assign any staff 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 staff 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

11.6.2 Contractor must 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 must 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 will 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 will 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 will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County must have the right to participate in any such defense at its sole cost and expense.

## 12.0 CONFIDENTIALITY

12.1 Contractor must 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 will not be included in County Data or in Personal Data.

County Confidential Information will 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 will 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 must 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 will 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 will 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 will 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) will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County must have the right to participate in any such defense at its sole cost and expense.
- 12.3** Contractor must 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, must be and remain the property of County and County will retain exclusive rights and ownership thereto. The data of County will not be used by Contractor for any purpose other than as required under this Agreement, nor will 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 (Information Security and Privacy Requirements)) 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 (Information Security and Privacy Requirements) and any applicable local, state and federal laws and regulations, Exhibit I (Information Security and Privacy Requirements) and such laws and regulations will only apply to the extent that Exhibit I (Information Security and Privacy Requirements) 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 will constitute a change to this Agreement, and Contractor will 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 must 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 will not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- Contractor must develop all publicity material in a professional manner; and
- During the term of this Agreement, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County will 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 will apply.

## 12.7 Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 7.12 (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 will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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) 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://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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) must certify that any County data 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 National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

## 12.9 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must 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 will 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 must maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports will 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) will 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 will 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 must 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 must be prepared and executed by Contractor and by the Board or its authorized designee.

13.1.3 Subject to the limitations set forth in Sub-paragraph 13.1.2, County's Board 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 or Chief Executive Officer. To implement such changes, an amendment to the Agreement must be prepared and executed by Contractor and by Contractor's authorized representative(s).

13.1.4 The Assessor, may at their sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Agreement). Contractor agrees that such extensions of time will 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 must 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 will 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 will 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 will 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 will contain, at a minimum, all standard County required provisions.

- 14.3** Contractor will 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 will 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 will forward a fully executed copy of the subcontract to County for their files.
- 14.6** Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding 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, will be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County will 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 must 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 must 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 will 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 will 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 will 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 will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County will 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 significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database.

The report to the Board will include improvement/corrective action measures taken by 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 (5) years but may exceed five (5) 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 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 will be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

20.4.7 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

## **21.0 INDEMNIFICATION**

### **21.1 General Indemnification.**

Contractor must indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 will 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 will provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense will be conducted by Contractor and counsel of its choice. Notwithstanding the foregoing, County will 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 will 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 will (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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 22.0 and 23.0 of this Agreement or have the ability to pay applicable claims to cover Contractor’s performance of the Services. 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) confirming County and its Agents (defined below) has been given Additional Insured status under Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to County not less than ten (10) days following County’s request for such certificates.
- 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), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must 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 must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against

Contractor or any of its 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) must be provided additional insured status under Contractor's General Liability policy.

## **22.3 Cancellation of or Changes in Insurance**

County must receive, written notice within thirty (30) calendar days following cancellation or any material change in Contractor's General Liability Policy.

## **22.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must be placed with insurers with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

## **22.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies under which County is granted additional insured status, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

## **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 must 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 must contractually require all Sub-Contractors to maintain insurance consistent with the insurance requirements applicable to Contractor under this Agreement.

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

Contractor's policies will not obligate County to pay any portion of any Contractor deductible or SIR.

## **22.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the Effective Date of this Agreement. Contractor understands and agrees it will 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 under which County is added as an additional insured must include a severability of interest/ cross-liability provision.

## **22.13 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, with any change in the Required Insurance to implemented by an amendment to this Agreement prepared and executed by the parties.

Nothing in this Agreement will 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 must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **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.

### **23.4 Technology Errors and Omissions Insurance**

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 \$10 million.

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

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 must 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" will 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 will be subject to the provisions of this Paragraph 24.0 (Dispute Resolution Procedure) (such provisions must 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 must 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 7.6 (Invoices) and 7.9 (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 will be borne by Contractor, and Contractor must 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 will be borne by County, and County must 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 must 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 will 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 will be immediately submitted to Contractor's vice president or equivalent and the Director. These persons will 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 must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties will 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 will 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) must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of Parties' rights and will 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 will in any way intentionally induce or persuade any employee of one party known to be materially involved in Phase V 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, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. At Contractor's request, County will 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 will 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 must 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 must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Agreement.

### **25.3 Force Majeure**

25.3.1 Subject to this Sub-paragraph 25.3, neither party will 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 of Contractor will not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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 must 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 must be in writing and will 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 will 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.

#### **25.7 Independent Contractor Status**

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

be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

25.7.2 Contractor will 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 will 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 will not be affected thereby.

## **25.9 Waiver**

No waiver by either Party of any breach of any provision of this Agreement will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 25.9 will 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 will be construed as creating any exclusive arrangement between Contractor and County. This Agreement will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources, nor will it restrict Contractor from providing similar; equal or like goods and/or services to other entities or customers.

## **25.11 Counterparts and Electronic Signatures and Representations**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement. The facsimile, email or electronic signature of the parties will be

deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. This Agreement 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.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Sub-paragraph 13.1, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Agreement.

### **25.12 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 will be construed to have been drafted by all Parties such that any ambiguities in this Agreement will not be construed against either Party.

### **25.13 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 will acquire any rights as a third party beneficiary of this Agreement, except that this provision will not be construed to diminish Contractor's indemnification obligations hereunder.

## **26.0 ADDITIONAL TERMS**

### **26.1 Time Off For Voting**

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

### **26.2 Recycled Bond Paper**

Consistent with the Board 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 poster, Exhibit F (Safely Surrendered Baby Law) 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. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

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

**26.6 Fair Labor Standards**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, attorneys' fees arising under any 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 will, 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. Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contract has a system for determining if its employment practice are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **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 will 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**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), will 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 will 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) will 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 ten (10) days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles 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](#).

#### 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 must have and adhere to a written policy that provides that its Employees will 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Agreement, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must 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 will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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 must 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 will 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, must 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 will 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 or are on a County 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 must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

#### **26.17 Consideration of Hiring GAIN/START Participants**

26.17.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor will give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractors must report all job

openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

26.18.2 Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

26.18.6 Contractor will 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 will 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 will 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 will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

## **26.19 Federal Access To Records**

If, and to the extent that, Section 1861(v)(I)(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 Agreement, Contractor will 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 will 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 will 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 will constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

## **26.21 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 will survive any termination or expiration of this Agreement:

Paragraph 3.0 (Intellectual Property)

Sub-paragraph 7.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.12 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 7.13 (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 25.133 (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 26.211 (Survival)

## **27.0 UNIQUE TERMS AND CONDITIONS**

### **27.1 Local Small Business Enterprise (LSBE) Preference Program**

- 27.1.1 This Agreement is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 27.1.2 Contractor will 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 LSBE.
- 27.1.3 Contractor will 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 LSBE.
- 27.1.4 If Contractor has obtained certification as a LSBE 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, will:
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 ten (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 will 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 will 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **27.3 Social Enterprise (SE) Preference Program**

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

27.3.2 Contractor must 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 SE.

27.3.3 Contractor must 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 SE.

27.3.4 If Contractor has obtained County certification as a SE 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, will:

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) above, Contractor will be assessed a penalty in an amount of not more than ten 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 will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **27.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 27.4.1 This Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 27.4.2 Contractor must 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 DVBE.
- 27.4.3 Contractor must 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 DVBE.
- 27.4.4 If Contractor has obtained certification as a DVBE 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, Contractor will:

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) above, Contractor will be assessed a penalty in an amount of not more than ten 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).

Notwithstanding any other remedies in this Agreement, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **27.5 Compliance with Fair Chance Employment Hiring Practices**

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

#### **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, its employees and subcontractors acknowledges and certifies receipt of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

#### **27.7 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding



involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Sub-paragraph, may be a material breach of this Agreement as determined in the sole discretion of County.

### **27.8 Compliance with County’s Women in Technology Hiring Initiative**

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

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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 on 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:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Michael D. Owens  
Senior Deputy County Counsel



Oracle America, Inc.

**STATEMENT OF WORK**  
Assessor Modernization Project (AMP)  
**Phase V**

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## 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**", "**LA County**", "**You**", or "**Your**") dated **XX-XX-2024**. 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: Kevin Lechner

Date: **XX-XXX-2024**

✓ **Assessor Modernization Project Phase V**

## **I. STATEMENT OF WORK (SOW) - MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE**

The primary objective of this Statement of Work is to define the activities that Oracle will execute in support of the LA County Assessor (LACA) Assessor Modernization Project (AMP) **Phase V** Agreement.

The overall LACA business objective for this Phase is to use AMP to close the 2025 Roll and to prepare the 2026 Roll.

The supporting Oracle business objectives of the Phase are:

- Support LACA in addressing issues that would prevent LACA from closing the 2025 Roll using AMP as the application of record.
- Support LACA in the development of new functionality of AMP.

**Exhibit A** includes the following sections:

- Definitions;
- AMP **Phase V** Fixed Price Overview;
- AMP **Phase V** Activities;
- Your Responsibilities;

- **Phase V** Assumptions, Change Order Process and Acceptance Criteria; and
- Fees, Expenses, and Taxes.

The duration of the Agreement will be November 19, 2024 to November 18, 2025.

## II. DEFINITIONS

### A. Definitions

Within this **Exhibit A**, the following definitions shall apply:

1. "Activity" is broader component of work in a project and is comprised of tasks.
2. "AMP application" means the software components and associated infrastructure developed as part of AMP.
3. "Enhancement" means modification to the existing AMP application functionality to improve its execution.
4. "Hotfix" means a single or combination of critical Defect remediations, Issues resolution or Enhancements to the existing AMP application and functionality to be released and promoted together to Production.
5. "Issue" means a failure of the AMP application, documented in Jira or OATS, to operate according to the defined requirements and specifications placed for remediation during the **Phase V** SOW.
6. "Patch" means a single or combination of Issues to address the existing AMP application functionality of missed requirements and/or Defects and/or Enhancements and/or Issues to be released and promoted together to Production.
7. "Release" means a single or combination of new functionality User Stories requirements and or Hotfixes and or Patches to be released and promoted together to Production.
8. "Roll Stabilization" consists of Activities carried out by Oracle and LACA against the AMP application for remediation and Enhancement.
9. "Sprint" is a short, time-boxed period when a scrum team works to complete a set amount of work.
10. "Story Point" is a metric used in agile project management and development to determine (or estimate) the difficulty of implementing any given story. In this context, a story is a particular business need assigned to the software development team.
11. "Task" is a basic unit of work in a project.

## III. AMP PHASE V FIXED PRICE OVERVIEW

This section describes the fixed price services to be provided by Oracle in support of AMP **Phase V**. The services performed by Oracle under this **Exhibit A** will be for the purpose of providing the Deliverables listed in this **Exhibit A**. Services will be provided, in each case as further described in **Section III**, in the following categories:

- AMP project management
- AMP architecture and design support
- AMP stabilization and development support

- AMP security implementation services
- OPA replacement services

## A. Phase V High Level Overview

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

The functional Release structure for AMP **Phase V** is outlined in the following table.

Table 1: AMP **Phase V** Release Overview

| Release    | Release Contents  | Estimated Production go live Year/Month     |
|------------|---|---|
| Hot Fixes  | As mutually agreed to address critical issues   | Nov 2024 – Nov 2025<br>(as mutually agreed) |
| Patch Sets | Monthly, as needed, to promote available User Stories, Enhancements, Defects and Issues                 | Dec 2024 – Oct 2025<br>(as mutually agreed) |
| Releases   | Monthly, as needed, on basis to promote production-ready User Stories, Enhancements, Defects and Issues | Jan 2025 – Oct 2025<br>(as mutually agreed) |

The anticipated high-level timeline for **Phase V** is shown in the following graphic.

Figure 1: High Level Release Schedule



## B. Program Organization

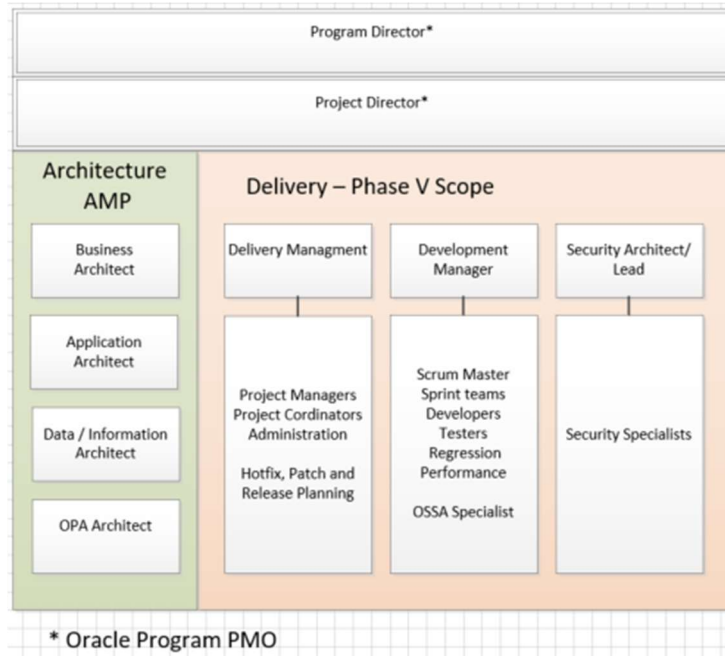
This section contains a high-level description of the program structure for executing AMP **Phase V**.

### 1. Phase V Program Organization

The overall Oracle program organization is depicted in the figure below.



Figure 2: AMP Program Organization



The Architecture team supports the Delivery team in fulfilling the **Phase V** objectives.

### C. Phase V Program Approach

The following items will be followed by Oracle in providing support to LACA for **Phase V**

#### 1. Assignment of Resources

The Oracle Project Director will assign personnel sufficient in number, experience, and expertise to meet the requirements of this section. All assignments will be at the discretion of the Oracle Project Director.

#### 2. Test Driven Development (“TDD”) Execution

Test driven development methodology will be used by Oracle. Oracle will only start developing user stories that are confirmed in Jira at Elaboration Gate 4 status and are designated for Oracle.

Prior to any further progression of a user story through the TDD process, Oracle will confirm compliance with **Table 2**. User stories that do not meet the compliance requirements will not be progressed until compliant.

The following table defines each of the Software Delivery Life Cycle (SDLC) stages, outputs, how they are bound and the participants.

Table 2: AMP Phase V Development Stages

| Stage             | Definition  | Outcome  | Bound by  | Recommended Participants                   |
|-------------------|---|--|---|--|
| Elaboration Stage | Elaboration stage will groom user stories identified for a particular-Release | Documentation will be created for all user stories, acceptance criteria and test cases, along with an estimate | # of Story Points available as defined in the SOW, along with | LACA Business and Product owners and SMEs; |

| Stage   | Definition  | Outcome   | Bound by   | Recommended Participants  |
|---|---|---|--|---|
|   | and detail out user stories and acceptance criteria, and test cases for elaboration.  | of user Story Points. This documentation in Jira will include relevant: business processes, business rules, screen design, test cases, test data and Identified LACA lead assigned to each User Story. These User Stories will then be groomed for prioritization, business value and core solution stories identified.   | cutoff points agreed in the <b>Phase V</b> PWP.  | Oracle Architecture and Delivery team as required.  |
| Test Driven Development (TDD) Stage (Gate 5+) | TDD Stage will perform system design to identify required Story Points <sup>1</sup> and sprint planning to determine the user stories for each Release and Sprints. Build unit test cases and then build code to satisfy the test cases   | <p>Output of each sprint will be test cases, test results, design document, definition of done (DoD); documented in Jira; and code promoted to the integration environment.</p> <p>The TDD Phase will end with:</p> <ol style="list-style-type: none"> <li>1. A Sprint demo to the identified LACA lead along with LACA Business Leads and Product Owners (PO), if available. Objective being to present user Story and, gain feedback. Changes to requirements or acceptance criteria may trigger new User Stories.</li> <li>2. Conducting, if required, a Sprint technical walk through to the LACA technical leads.</li> <li>3. Recording the outcome and actual Story Points consumed.</li> </ol> | # of Story Points delivered across one or more Sprints, along with cutoff points agreed for <b>Phase V</b> . | <p>LACA Business and Product owners and SMEs.</p> <p>Oracle: Architecture and Delivery team as required.</p>  |
| System Integration and Acceptance Stage       | <p>Following the TDD Stage and for each Release, user stories, Enhancements and Issues will be promoted to the integration environment to integrate and test prior to moving to the User Acceptance environment where:</p> <p>User Acceptance Test (UAT), and regression testing will be performed.</p> | Hotfix, Patch and Release prepared and accepted ready for promotion to Production   | # of Story Points delivered, along with cutoff points agreed for <b>Phase V</b>                              | <p>LACA: Business and Product owners and SMEs.</p> <p>Oracle: Architecture and Delivery team as required.</p> |

| Stage | Definition  | Outcome | Bound by | Recommended Participants |
|-------|---|---------|----------|--------------------------|
|       | The Release will then be promoted to the Staging environment for performance testing, as mutually agreed. |         |          |                          |

SDLC environments will be required to be assigned for Oracle use, and a dedicated path to Production identified and maintained by LACA for each Release, Patch Set or Hot Fix. Dependent on the schedule of work and releases, this could result in multiple instances of each type of environment.

Table 3: AMP Phase V Environments per Release, Patch Set or Hot Fix

| Environment Use | Description  | Location                  |
|-----------------|--|---------------------------|
| DEV             | A Dev Environment to be used for developing one or more of the <b>Phase V</b> Releases   | Oracle Cloud <sup>2</sup> |
| Integration     | A Test Environment to be used for development integration testing and demonstration for Issues, Enhancements and User Stories  | Oracle Cloud              |
| User Acceptance | A Test Environment to be used for user acceptance and regression testing for each of the one or more of the <b>Phase V</b> Releases  | Oracle Cloud              |
| Staging         | A Staging Environment sized similar to Production for Performance Testing and promotion rehearsal for Hotfixes, Patches and Release prior to Production promotion of the Release | Oracle Cloud              |
| Production      | A Production Environment to host AMP   | Oracle Cloud              |

#### IV. AMP PHASE V ACTIVITIES

This section sets out **Phase V** activities, and the supporting tasks that will be executed by Oracle.

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

<sup>2</sup> Oracle Cloud refers to Oracle Cloud Infrastructure (OCI).

## A. Execute Program Activities for Phase V

Program activities consist of the activities required to manage Oracle Deliverables during **Phase V**, as described below.

### 1. Execute Project Management

The supporting tasks related to the management of AMP **Phase V** 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 presentations for executive steering committee as well as for PMO, project team and stakeholders
  - Provide **Phase V** Project Kickoff Presentation
- Create a Project Management Plan (“PMP”) - 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.
- Create and maintain a “Project Organization Chart” with inputs from You, to capture the roles for both Oracle and Your team resources.
- Create a Project Work Plan (“PWP”) – Oracle will provide a **Phase V** PWP to include:
  - Project deliverables (as set out herein in **Section III**)
  - Tasks and Subtasks
  - Associated dependencies
  - Resource loaded for the Oracle team
  - Key milestones
- Co-Chair a weekly Joint Project Management Working Group (JPMWG) with Your Project Manager to report on status of Oracle and LACA activities.

### 2. Provide Architecture and Design Support

The joint architecture and design support structure is outlined in Table 4:

Table 4: Design and Architecture Meetings

| Meeting name  | Purpose  | Frequency      | Output  | Required attendees  |
|---|--|----------------|---|---|
| Architecture Working Group (AWG)/ Architecture Review Board (ARB) | <ul style="list-style-type: none"> <li>• Communicate impacts and revisions to the AMP architecture e.g., UI/UX standards</li> <li>• Review architecture issues in AMP (application and infrastructure) AWG and make recommendation for adoption</li> </ul> | Maximum weekly | <ul style="list-style-type: none"> <li>• Document decision to proceed based upon impact analysis (including creating stories in Jira)</li> <li>• Make recommendations for changes to the AMP architecture</li> <li>• Recommendation should include Level of Effort (“LoE”) for implementation.</li> <li>• Coordinate with PMO to create an execution plan for approved changes</li> </ul> | <ul style="list-style-type: none"> <li>• LACA and Oracle Program Architecture team</li> <li>• LACA and Oracle Delivery Design teams based on agenda items</li> <li>• LACA and Oracle PMO members</li> </ul> |

| Meeting name                                      | Purpose   | Frequency      | Output  | Required attendees   |
|---|---|----------------|---|--|
| Delivery Design Working Group (JDWG) <sup>3</sup> | <ul style="list-style-type: none"> <li>Formulate and review proposed solution designs to determine compliance with AMP architecture and design standards</li> </ul> | Maximum weekly | <ul style="list-style-type: none"> <li>Approved user stories and component approach or Disapproved designs</li> </ul> | <ul style="list-style-type: none"> <li>LACA and Oracle Program Architecture team</li> <li>LACA and Oracle Delivery Design teams based on agenda items</li> </ul> |
| Pre-CAB Reviewer Group                            | <ul style="list-style-type: none"> <li>Review and decide upon applicable modifications to the Production system and code deployments</li> </ul>                     | As required    | <ul style="list-style-type: none"> <li>Documented outcome of review</li> </ul>  | <ul style="list-style-type: none"> <li>LACA and Oracle Program Architecture team</li> <li>LACA and Oracle Delivery Design teams based on agenda items</li> </ul> |

- Manage a repository in Jira where requested feature changes can be jointly maintained. The Jira repository will:
  - Document the features and requirements requested by business users to be included in AMP deployments.
  - Contain any acceptance criteria and test cases.
  - Allow business users to add future requests.
  - Contain a description of the requested feature.
  - Document the date the Issue was reviewed by the ARB.
  - Document the decision made by the ARB and PMO.

#### Deliverables

Program Activities services under this **Section IV.A** shall be for the purpose of providing the following deliverables:

*Table 5: Deliverables for AMP Phase V for Program Activities*

| Deliverable# | Deliverable Name                 | Deliverable Description  | Estimated Month         |
|--------------|----------------------------------|--|-------------------------|
| 1            | <b>Phase V</b> Project Inception | A document which defines the tasks to establish the project including a project kickoff presentation   | Month 1 - November 2024 |
| 2            | Initial PWP and PMP              | A document which contains the Initial Project Work Plan and Project Management Plan for <b>Phase V</b> | Month 1 - November 2024 |

## **B. Execute Phase V Development Activities Support**

This section describes the development activities that will be executed in support of AMP **Phase V**. The areas of support will include:

<sup>3</sup> Participation by LACA staff in the JDWG will be based upon mutual agreement between the LACA and Oracle PM

- AMP stabilization support
- AMP development support
- AMP security and identity management implementation support
- OPA replacement support

## 1. Provide AMP Stabilization Support

AMP Stabilization activities are limited to those tasks which support production and roll closure activities with hotfixes, Patch sets and releases for Roll Closure for 2025 and the Roll Being Prepared for 2026 as mutually agreed.

The following activities will be executed, subject to availability of allocated development effort (Story Points):

- Providing Issues triage activities as follows:
  - Reviewing and prioritizing issues or function gaps submitted by LACA.
  - Reviewing of severity assignment.
- Starting triage using the following planning objectives. These planning objectives are estimates only. The parties agree that actual review times may exceed the timeframes below.
  - For OATS Sev 1 tickets begin triage within one (1) business day of ticket opening during the business days
  - For OATS Sev 2 tickets - beginning triage within five (5) business days
  - In the event of an OATS Sev 1 / P1 ticket being raised, Oracle staff will begin triage upon notification of the ticket being submitted.
- Providing oversight of remediation and Patch set delivery management:
  - Issue resolution or new code development
  - Identification of applicable work around for triaged issue.
- Monitoring, jointly, the AMP processes needed for the 2026 RBP (e.g., ODI, ESS and Batch jobs) to support AMP Stabilization. Monitoring is during normal business hours.
- Identifying the environments path for promoting the code fixes to Production.
- Conducting, at minimum, weekly reviews of the progress on the resolution of the AMP Stabilization issues.
- In conjunction with the Pre-CAB Reviewer Group, deciding upon applicable modifications to the production system and code deployments.
- Executing releases, based upon scheduled defined by the LACA and Oracle Project Manager, for code changes related to AMP Stabilization issues.
- Developing the schedule for Releases.
- Providing monitoring of the OATS tickets from Monday to Friday during LACA normal business hours.
- Reporting on the progress of roll closure against the PWP.
- Providing and executing production data fixes and corrections assigned to Oracle in Jira or OATS.

## 2. Provide AMP Development Support

As part of new development, prior to each sprint, Oracle will review the current backlog of Issues, Enhancements and User Stories that are at Gate 4 as shown in the JIRA workflow and provide to LACA, for confirmation, items to be included in each sprint and

the User Story complexity. The potential monthly new development effort available for the activities for the Release branches, described above (referred to below as “Velocity”) is indicated in the table below.

Table 6: Sprint Story Points for AMP Stabilization by Month

| AMP Stabilization Month | Potential Velocity Measured in Story Points |
|-------------------------|---|
| November 2024           | 100   |
| December 2024           | 50  |
| January 2025            | 100   |
| February 2025           | 100   |
| March 2025              | 100   |
| April 2025              | 100   |
| May 2025                | 100   |
| June 2025               | 50  |
| July 2025               | 40  |
| August 2025             | 40  |
| September 2025          | 20  |

A maximum total of 800 Story Points will be used for new development for AMP Stabilization through a designated set of sprints for the AMP Phase V Releases.

For the avoidance of doubt, any re-performance of services pursuant to **Section 8** of the Agreement is separate from, and not subject to the limitations on development effort for AMP stabilization.

Up to and including June 2025, the expected potential Velocity cannot exceed 150 Story Points within any month.

The Story Points expire on October 15, 2025.

Achieving the potential Velocity noted above is subject to timely availability of sufficient TDD-ready Enhancement and User Story backlog ahead of the Sprint cut-off date, that has been prepared to Gate 4 status, appropriately groomed and is of a suitable skill set mix. The potential Velocity will be reviewed by the PMO to assist with planning.

**a. Release Schedule and Contents**

As per the release schedule outlined in Table 1, there is a requirements cut-off along with a code freeze at a predetermined date, as agreed by the LACA Project Manager and Oracle Project Director to meet the respective release dates.

The cutoff for logging any Issues for remediation is October 15, 2025.

Oracle will provide a monthly report summarizing the user stories and associated Story Points for each month’s Release scope development and Sprint.

### Deliverables

Services under **Sections IV.B.1 and 2** shall be for the purpose of providing the following deliverables:

Table 7: AMP Roll Stabilization Deliverable

| <b>Deliverable#</b> | <b>Deliverable Name</b>                      | <b>Deliverable Description</b>                     | <b>Estimated Month</b>            |
|---------------------|--|--|-----------------------------------|
| 3.1 to 3.12         | AMP Stabilization and Development Activities | Monthly report of the AMP Stabilization activities | Month 1 – 12<br>Starting Nov 2024 |

### **3. Provide AMP Security and Identity Management Implementation Support**

The following Activities will be executed to support security and identity management for this Phase.

#### **a. Integrate Azure AD with AMP Security**

- Only for Assessor-staff, County-Non-Assessor accounts and AMP admin accounts.
- Only accounts currently in the “primary” Azure AD tenancy (lacounty.onmicrosoft.com).
- Only for PSTST, STG2, Stage, Production, DR AMP Environments.

Oracle will execute the following tasks:

- Design for the Azure AD integration with AMP security.
- Support for the required account cleanup, as defined in the design.
- Configuration of all AMP-side as defined in the design.

#### **b. Implement Two Factor Authentication (2FA) for Public User Accounts**

- Account types will include external/public user accounts.

Oracle will execute the following tasks:

- Perform all configurations to enable 2FA services in the AMP identity and access management components.
- Provide specifications and guidance for 2FA to the Assessor-chosen SMS gateway provider (e.g., Syniverse).
- Provide configuration of a secure channel between the AMP application and infrastructure and the Syniverse SMS gateway.
- Provide guidance as required to Assessor CSR team if Assessor team decides to enhance CSR for data validation.

#### **c. Upgrade to TLS 1.3 Support**



- The following technical components have “SSL listeners” which are in scope for migration to TLS 1.3:
  - LBaaS listeners
  - OHS listeners
  - WebLogic listeners
  - OUD LDAP listeners

Oracle will execute the following tasks:

- Work with LACA to determine the configuration changes required to enable TLS 1.3 or higher.
- Perform the configuration changes across all environments where SSL is configured.
- Configure TLS 1.3 or higher support for the following technical components: SSL/TLS listeners in (a) WebLogic server domains, (b) OHS instances, (c) LBaaS instances, (d) OUD (LDAPS and Admin listen ports).
- Use the highest version of TLS which is supported by all the participating AMP components for consistency.

**d. Implement “SSL Everywhere” for ADEV2 and PSDEV environments for FMW domains**

Oracle will execute the following tasks:

- Implement the AMP-standard “SSL everywhere” pattern for the specified environments. This will include implementation of the “external” LBaaS instance for the environment.

**e. Execute OIM Role-Assignment Certification Campaign**

Oracle will execute the following tasks:

- Perform one Role-Assignment Certification Campaign in the Production environment.
- At the request of the Assessor team, the Oracle security team will participate in assessment workshops and meetings to evaluate the set of enterprise roles with the goal of simplification, optimization and potentially consolidation.

**f. Provide Support for Enterprise Role Management**

Oracle will execute the following tasks:

- Provide up to a total of four (4) hours a week to support LACA security team management of AMP enterprise roles.
- Provide assistance with any technical issues encountered during role creation or execution of role-membership rules.
- Provide deployment of AMP enterprise roles into the following environments: PSDEV, PSTST, Stage, Prod, DR.
- Store relevant IDM-related technical artifacts in the project GIT repository.

**g. Separate IDM System for External User Access**

- The current AMP IDM security stack is shared by both LA County internal users (Assessor Department, multiple county-non-Assessor departments) as well as by public users.

- Account types: external/public user accounts only.
- Target applications: Assessor Website (aka, eFile), AMP Assessor Portal, CSR (and/or CSR replacement used for public user self-registration and self-profile management).

Oracle will execute the following tasks:

- Conduct an assessment and elaboration session to identify Assessor business objectives and requirements related to Assessor Portal and eFile access by public users.
- Provide an architecture and design for a new, separate IDM system which will be used to provide identity and access management for only public user accounts.
- Provide a revised design for the existing AMP IDM system which will be used to provide identity and access management for all County-internal user accounts (Assessor staff, County-Non-Assessor staff, AMP administrators, Service accounts).
- Provide a migration plan to move from the existing “single IDM system” to the new “dual IDM system” per the new designs.
- Create a Proof of Concept (POC) using Oracle cloud identity management services for external user accounts.

#### **h. Conduct Oracle Identity Governance (OIG) Performance Tuning**

Oracle will execute the following tasks:

- Implement performance tuning for OIG following the recommendations provided in the Oracle product documentation entitled “Oracle Fusion Middleware – Tuning Performance Guide, Section 13 – Oracle Identity Governance Performance Tuning” for all the AMP environments defined in this SOW.

#### **i. Decouple Dependencies on OCI API Gateway for Assessor Applications**

Oracle will execute the following tasks:

- For Assessor-developed applications which are clients that use Assessor Portal APIs in all AMP environments, update and document the existing architectural pattern which governs how various “non-AMP-core” applications make calls to Assessor Portal APIs to allow selected and approved applications to by-pass the OCI API gateway.
- Implement in AMP environments the new pattern for published AMP APIs for Assessor applications.

### Deliverables

Services under **Section IV.B.3** shall be for the purpose of providing the following deliverables:

*Table 8: Security Extensions Deliverables*

| Deliverable# | Deliverable Name            | Deliverable Description  | Estimated Month |
|--------------|-----------------------------|--|-----------------|
| 4.1 to 10    | Security Extensions Summary | Monthly Summary of Security Extension Activities and Accomplishments | Months 1-10     |

#### 4. Provide Oracle Policy Automation (OPA) Replacement Support

Oracle will provide support to LACA in the replacement of OPA business rules. The scope will be limited to a like for like replacement of the existing business rules in the current release as of November 19, 2024 of AMP for SimulateAssessments and BYE. The business rules replacement will not exceed six hundred (600) low complexity business rules. It will not consume the 800 story points defined in **Section IV.B.2**

The tasks under this Activity include:

##### a. Conduct Planning for OPA Replacement

- Identify OPA work items and units to track.
- Define required development and test environments.
- Plan hand-off segments between the OPA architect and the developers.
- Meet with LACA, to define the OPA replacement architecture, QA tools and strategy.
- Define architecture for custom rule deployment.
- Identify libraries that may assist in development / maintenance.
- Determine tools to facilitate development and QA and plan development effort.
- Define test strategy, create and modify test plan and test cases for TDD, SIT, and PT.

##### b. Conduct Design and Development

- Define segments rules, harvest, re-organize and add supplementary info.
- Conduct hand-off sessions with developers.
- Develop rules / debug issues.
- Validate rules for OPA replacement.
- Re-point rule assessments.
- Conduct non-rule related development required for solution architecture.

##### c. Conduct Testing of OPA Replacement Code

- Test the replacement code using the validation tool.

##### d. Transition OPA Replacement Code to AMP Production

- Secure release path and window for SDLC environment propagation and production release.
- Test data extraction.
- Conduct parallel testing of AMP with OPA and with new code.
- Conduct regression and performance testing against the baseline release.

### Deliverables

Services under **Section IV.B.4** shall be for the purpose of providing the following deliverables:

Table 9: OPA Replacement Approach Deliverables

| Deliverable# | Deliverable Name                 | Deliverable Description  | Estimated Month |
|--------------|----------------------------------|--|-----------------|
| 5.1          | OPA Replacement Approach report  | A report that documents the required tasks and project plan to replace OPA with native JAVA code   | Month 2         |
| 5.2 to 5.11  | OPA Replacement Execution Report | Monthly Summary of OPA Replacement activities and progress against the OPA Replacement Approach Plan. The final report will include OPA Replacement Cutover Execution Report | Months 2-11     |

### **C. Conduct Knowledge Transfer Activities**

- The assigned Oracle staff will create a knowledge transfer plan using a template provided by Oracle. The plan will include topics, component walk throughs from a technical perspective using documentation that was created in Phase IV every 2 weeks, the estimated time to review the topics and the schedule for the topics review.
- The Oracle and LACA staff members will review the plan with the LACA and Oracle PM and receive approval.
- The assigned Oracle staff will adhere to the approved schedule. Should LACA staff not be available at the approved schedule, then the session's Zoom recording will be provided to the LACA staff.
- The knowledge transfer activities will be completed once the plan has been executed and / or the session recordings provided.
- The available deadline and scope for the Knowledge transfer plan to be completed by is no later than March 31, 2025.

### Deliverables

Services under **Section IV.C** shall be for the purpose of providing the following deliverables:

Table 10: Knowledge Transfer Deliverables

| Deliverable# | Deliverable Name                    | Deliverable Description  | Estimated Month |
|--------------|-------------------------------------|--|-----------------|
| 6            | Knowledge Transfer Plan (KTP)       | The knowledge transfer plan to include knowledge transfer topics, estimated time to review the topics and the schedule for topics review | Month 1         |
| 6.1          | Knowledge Transfer Execution Report | Summary of Knowledge Transfer activities and progress against the  | Month 5         |

| Deliverable# | Deliverable Name | Deliverable Description | Estimated Month |
|--------------|------------------|-------------------------|-----------------|
|              |                  | KTP                     |                 |

## V. YOUR RESPONSIBILITIES

### 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:

#### 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 and timely 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, acceptance criteria, test cases, test data, 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 responsible for ensuring that Your resources attend Architecture and Technical governance meetings (defined in Architecture Activities). Such meetings will be held on business days and during normal business hours unless otherwise mutually agreed.
- g. Be responsible for defining business requirements and identifying a member of Your staff who will serve as the Business Owner. LACA 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 Your 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 Your 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 of Your tasks below is subject to the Change Order Process as outlined below.
- i. Prior to the completion of the Elaboration stage, 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).

### **3. Design and Implementation Responsibilities**

- a. Understand the architecture and implementation approach.
- b. Participate in all aspects of the project based upon the roles and responsibilities defined in the SOW.
- c. 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 Environments**

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

Table 11: Table of Functional Environments

| Environment                                 | Description  | Location                  |
|---|--|---------------------------|
| Development<br>One or more as required.     | A Dev Environment to be used for developing one or more of the <b>Phase V</b> releases   | Oracle Cloud <sup>4</sup> |
| Integration<br>One or more as required.     | A Test Environment to be used for development integration testing and demonstration for Issues, Enhancements and User Stories  | Oracle Cloud              |
| User Acceptance<br>One or more as required. | A Test Environment to be used for user acceptance and regression testing for each of the one or more of the <b>Phase V</b> releases  | Oracle Cloud              |
| Staging<br>One or more as required.         | A Staging Environment sized similar to Production for Performance Testing and promotion rehearsal for Hotfixes, Patches and Release prior to Production promotion of the release | Oracle Cloud              |
| Production                                  | A Production Environment to host AMP   | Oracle Cloud              |

## 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 12: Required Access

| System           | Associated Project Environments | Access Mode<br>*(R,W,R/W) <sup>5</sup> | 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.

<sup>4</sup> Oracle Cloud refers to Oracle Cloud Infrastructure (OCI).

<sup>5</sup> R=Read, W=Write, R/W=Read/Write



- 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:
  - o Normal business hours support with response time within four (4) hours of the time the issue arises, during the Elaboration Phase.
  - o Normal business hours support with response time within four (4) hours of the time the issue arises, during the TDD Phase.
  - o 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.
  - o 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. Elaboration Stage Responsibilities**

- a. Provide the business leadership and business SME for driving elaboration discussions and confirming user stories.
- b. Prior to the design and development stage for any assigned Oracle user stories, complete User Story, along with acceptance criteria and associated UAT test cases, and provision of test data.

## **7. Test Driven Development (TDD) Stage 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.

## **8. Production Cutover 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 Issues, and to fix, test, migrate, and promote resolution of any such issues and Issues.
- f. Provide access to Your production employee Microsoft Active Directory.

**9. Testing Responsibilities**

- a. Be responsible for the following test types and testing activities described in the associated table columns:

*Table 13: 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                 |
| 6   | Regression Testing      | Participate      | Participate           | Participate     | Yes                 |

**10. Training Responsibilities**

- a. Provide and deliver all end user training.

**11. 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 14: Oracle Request Type 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.
- k. 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.

## 12. OPA Replacement Responsibilities

- a. Upon Agreement signing, assign an Architect, business rules and subject matter expert to work with the Oracle OPA Architect to understand OPA Replacement.
- b. Meet with Oracle OPA Architect and Oracle Project Manager to confirm the proposed **Phase V** OPA replacement release plan; including identifying confirmed environments path to production.

## 13. Security Responsibilities

- a. Final HTML/UI look and feel (images, graphics, fonts, layout, etc) including CSS files for the modified AMP custom login page flows as well as the error page.
- b. Review and update the mapping of the Assessor end-user staff to the designated certifiers.
- c. Communicate to the certifiers, and gaining support from the certifiers, for their role in the certification campaign.
- d. Ensure that the certifiers perform their certifications and in accordance with the campaign schedule.
- e. Manage AMP enterprise roles including:
  - o Defining the enterprise role, including use cases and role-membership rules
  - o Gaining Assessor business team approval for new enterprise roles
  - o Updating the AMP master Enterprise Roles spreadsheet
  - o Creating technical artifacts used to perform automated role creation using the AMP Enterprise Role Tool (ERT).
  - o Creating new enterprise roles in the following environments: ADEV, ADEV2, ATE1, STG2

#### **14. Knowledge Transfer Responsibilities**

- a. The Your PM will assign LACA staff to serve as the counterpart for each Oracle staff or subject area for knowledge transfer.
- b. These assignments are not to change without mutual agreement between the Oracle and Your PMs.
- c. Coordinate the schedule for Your staff to meet with the Oracle staff.
- d. The Oracle and LACA staff members who are participating in knowledge transfer will create a knowledge transfer plan, using a template provided by Oracle, within one month of project commencement. The Oracle and Your PMs will review and approve the knowledge transfer plans.
- e. In the event that the Oracle team member does not lead a knowledge transfer session, the session can be rescheduled for the following week with agreement from the LACA team member, as mutually agreed.
- f. In the event that the LACA team member does not attend a knowledge transfer session, the session can be rescheduled to the following week but not beyond that week, otherwise the session will be recorded and provided as completion, as mutually agreed.
- g. Knowledge transfer will be completed by May 31,2025 or earlier with mutual agreement between the LACA and Oracle PMs.

## **VI. PHASE V ASSUMPTIONS, CHANGE ORDER PROCESS AND STATEMENT OF WORK ACCEPTANCE PROCEDURE**

The following project assumptions, change order process and a Statement of Work Acceptance procedure will be used by both LACA and Oracle in the execution of AMP **Phase V**.

## A. Assumptions

### 1. Project Assumptions

- a. A Person Day is defined as one (1) person working up to eight (8) hours.
- b. A week is defined as five (5) business days
- c. Oracle standard documentation format will be used for any documentation prepared and / or delivered during the performance of the services.
- d. 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.
- e. Project timeline / duration is currently expected to be three hundred and sixty five (365) calendar days from start date excluding the warranty period as defined in Services.
- f. All functionality will be created using U.S. English only.
- g. All monetary values will use US dollars.
- h. 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.
- i. Oracle will make commercially reasonable efforts to provide You publicly available reference architecture / blueprints for Oracle's technologies, as requested.
- j. 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.
- k. 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.
- l. Oracle will install any new critical patches released over the duration of the project as mutually agreed by You and Oracle.
- m. All workshops will take place at a single location, including virtual locations, for all participants.
- n. You may include observers in workshops that do not have active or participatory role for information purposes only.
- o. You may record meetings not containing material subject to copyright for internal LA County use only.
- p. Final versions of software to be installed will be reviewed with You before software installation.
- q. The 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.
- r. AWG is not responsible for prioritization of any work or for any refactoring or development required to implement an AWG decision. However, AWG's impact

analysis must include estimated effort, and that approved impact must be delivered to PMO in User Story or suitable form for grooming and release/delivery management activities.

- s. The details of the meetings, specifically the time and location, will be mutually agreed to by You and Oracle.
- t. You have procured appropriate licenses for and provided Oracle with the following open-source software to use in the performance of this SOW: Gitlab, Jenkins, Archiva, and AngularJS.
- u. Phase V OPA replacement doesn't include business process re-engineering.
- v. Each functional component to be built is represented by a Story whose complexity is expressed in story points as defined in Table 16: Story Point Complexity Description. The mapping of points to complexity is:

Table 15: Complexity Level / Story Point Mapping

| Complexity Level | Points |
|------------------|--------|
| Very Easy        | 1      |
| Easy             | 2-5    |
| Moderate         | 6-10   |
| Complex          | 11-20  |
| Very Complex     | 21-40  |

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 16: Story Point Complexity Description

| Complexity Level/Technology | Description   |
|-----------------------------|---|
| <b>User Interface</b>       |   |
| 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 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. |
| <b>BPM Process</b>          |   |
| Very Easy                   | This complexity does not apply to BPM process user stories.   |
| Easy                        | Up to five (5) activities in the business process   |

| <b>Complexity Level/Technology</b> | <b>Description</b>   |
|------------------------------------|--|
| Moderate                           | Between eleven (11) and twenty five (25) activities in the business process  |
| Complex                            | Between twenty six (26) and fifty (50) activities in the business process  |
| Very Complex                       | Between fifty (50) and one hundred (100) activities in the business process  |
| <b>BPM Workflow</b>                |  |
| 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 two (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.   |
| <b>SOA Composite</b>               |  |
| Very Easy                          | Simple wrapper for an existing service with no field-level transformation or additional logic.   |
| Easy                               | Message payload size of up to 100 kilobytes (kb)<br>Up to five (5) data elements requiring transformation  |
| Moderate                           | Message payload size of up to 1 megabyte (MB)<br>Up to fifteen (15) data elements requiring transformation   |
| Complex                            | Message payload size of up to 1 megabyte (MB)<br>Up to forty (40) data elements requiring transformation   |
| Very Complex                       | Message payload size of up to 1 megabyte (MB)<br>Between forty (40) and one hundred (100) data elements requiring transformation   |
| <b>Java Service</b>                |  |
| 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 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.   |
| <b>ODI Map</b>                     |  |

| <b>Complexity Level/Technology</b> | <b>Description</b>   |
|------------------------------------|--|
| 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.  |
| <b>Database Schema</b>             |  |
| Very Easy                          | A single table structure with less than twenty columns.  |
| Easy                               | A simple database schema has up to five (5) tables requiring Multi-queries; simple layout  |
| Moderate                           | A moderate database schema has up to eight (8) tables requiring Multi queries; complex layout  |
| Complex                            | A high complexity database schema has up to ten (10) tables requiring Multi queries; complex layout and may require prototyping  |
| Very Complex                       | Very complex database schema has up to thirty (30) tables requiring Multi queries, complex layouts, and performance implications; almost certainly requires prototyping and parameterization   |
| <b>PL/SQL Function</b>             |  |
| 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.   |
| 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.   |
| <b>BI Publisher Report</b>         |  |
| 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.   |



| Complexity Level/Technology | Description  |
|-----------------------------|--|
| 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.                                       |

- a. Construction will follow the process as outlined in Table 2: AMP **Phase V** Development Stages.
- b. 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.
- c. 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.
- d. 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.
- e. Estimates do not include any effort to make previously developed code ADA compliant.
- f. 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:
  - o Organizational change management.
  - o Hardware installation, configuration and / or testing.
  - o Non-Oracle software installation, configuration, development and / or testing except as mutually agreed.
  - o Design and build of a mobile application.
  - o Build load or migration of external users from external data sources into OIM.
  - o Custom reporting.
  - o Delegated administration for external users.
  - o Provisioning and patching of IDM targets via OEM.
  - o Development of time-based (retroactive event) reasoning within the rule bases.
  - o Development of any custom functions for the rule bases.
  - o 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.
  - o Work on Phases I, II, III, or IV 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.
- l. As used in this exhibit, the expression "as mutually agreed" is defined to mean an explicit agreement that is recorded in a design document or other written deliverable. If such an agreement could have scope impact and/or impact effort estimates, it will be escalated to the Oracle Project Manager for review and, if it is found to have a scope and/or effort impact, the Oracle Project Manager may submit a change order to reflect that impact. If a change order is submitted for a "mutually agreed" scope item, the change order process must be completed for the item to be considered "mutually agreed".

### **3. Documentation Assumptions:**

- a. All written documentation and communication will be done in U.S. English. A document deliverable is a document in Microsoft Office 365 format and consists of one (1) electronic copy.
- b. A project plan deliverable is a document in Microsoft Project format and consists of one (1) electronic copy.

- c. A diagram deliverable is a document in Microsoft Visio format and consists of one (1) electronic copy.
- d. A presentation deliverable is a document in Microsoft PowerPoint format and consists of one (1) electronic copy.
- e. User Guide will be created as an electronic pdf document and Microsoft 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”)
  - o 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 **Sections III and IV** 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:
  - o Prepare agendas, and coordinate scheduling with You, for all necessary events (e.g., workshops, meetings) for the production of the deliverable.
  - o Facilitate events (e.g., workshops, meetings) as required for the creation of each deliverable.
  - o 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.
  - o 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.
  - o Provide a structured process for You to provide feedback on drafts, including review meeting or other events, as appropriate.
  - o Compile and incorporate Your feedback to the draft deliverable and prepare a revised deliverable.
  - o Effort allocated to a business component may be reassessed during TDD phase. A modified effort may be reallocated to support another business component.
  - o Distribute the revised deliverable to You for review; obtain and analyze Your feedback as above and repeat if necessary.
  - o Complete a final version of the deliverable and DED that both parties agree to.

#### 5. Pillar/Product Assumptions

- a. WCP Assumptions:
  - o Existing user interfaces that are being modified or refactored are implemented in Oracle ADF or Oracle Javascript Extension Toolkit (“JET”). New user interfaces will be implemented in (“JET”) unless otherwise explicitly specified in Services or mutually agreed by You and Oracle.

## **6. BPM Assumptions:**

- a. User Interface pages, forms, and task flows related to BPM processes will employ simple styling and branding, to include corporate color schemes and logos.
- b. 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.
- c. 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.
- d. You will obtain and manage your own Certificate Authority (“CA”) for issuing digital certificates to internal users.
- e. 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.
- f. BPM user interfaces will provide client-side validation of data input limited to type, length, and format of data provided.

## **7. SOA Assumptions:**

- a. 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.
- b. SOA services will utilize the SOA Suite Database Adapter to interface with deployed PL/SQL services for CRUD operations in ADR.
- c. SOA services will utilize either Simple Object Access Protocol (SOAP) or Representational State Transfer (REST) protocol.
- d. PL/SQL and SOA-based services will be consolidated and normalized in an effort to maximize reusability.
- e. Services may be secured by standard security policies applied by Oracle Web Services Manager (OWSM).
- f. 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.

## **8. ODI Assumptions:**

- a. Data quality issues caused by legacy source system data identified during any testing phase will not be classified as a defect.
- b. 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.

## **9. Security Assumptions:**

- a. The technical architecture will use a standard Oracle reference architecture.
- b. A single unique identifier exists and is the same in all LDAP and Active Directory environments (example: userid or email address).
- c. Active Directory is the authoritative source for internal users.

- d. Assessor Internal user authentication will use user ID and password, Windows native authentication.
- e. External user authentication will use OAM / OIM.
- f. 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.
- g. This phase assumes there are no requirements to implement any new Oracle security technologies except those explicitly listed in services.
- h. Directory virtualization assumes use of only those adapters provided by Oracle as part of the base product.
- i. No additional security providers or sources are required.
- j. 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.
- k. 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.
- l. Integration with non-Assessor LDAP systems can be achieved either via virtualization or standards-based federation.
- m. No development is required for any custom federation objects.
- n. ASO Transparent Data Encryption will be configured for tablespace encryption. No column only encryption will be used.
- o. Up to fifteen (15) event triggers and fifteen (15) alerting policies will be configured for the in-scope databases for Audit Vault.
- p. The AVDF rules and alerts for the new in scope databases will be similar to the ones configured for the ADR databases.
- q. 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.
- r. Every account in Azure AD must have a valid and unique employeeID attribute value.
- s. User accounts from Board of Supervisors department may require a work around.
- t. Current Oracle products, specifically Oracle Access Manager (OAM) v12.2.1.4, do not support Windows Native Authentication (WNA) with Azure AD.
- u. Integration of AMP identity management with Azure AD will require involvement and support by the Assessor and/or LA County/ISD teams responsible for the management LA County Azure AD system.
- v. Oracle is not responsible for the cleanup of user accounts in Azure and/or Assessor AD and/or ISD Hosted AD which may be required for the integration
- w. Oracle is not responsible for the configurations in Azure and/or Assessor AD and/or ISD Hosted AD which will be required for the integration.
- x. The implementation of two factor authentication for the Public Facing Assessor Website will be based on the design used in the Phase IV Proof of Concept for TFA.
- y. Validation of modifications to mobile phone and email using the IDM self-modify-profile feature are not included.

- z. The target configuration will be configured to allow either TLS 1.3 or higher or TLS 1.2; this is to allow support for organizations which support TLS 1.2 but do not yet support TLS 1.3.
- aa. It is the Oracle/OCI-supplied products and services, provided under a separate agreement, which determines support for TLS1.3. Components which do not support TLS 1.3 will be excluded from scope.
- bb. The implementation for SSL everywhere for PSDEV environments will be based on the well-established AMP standard “SSL everywhere” configuration.
- cc. Configuration of SSL for the UI for GIT, Jenkins, SonarQube and OATS will only be included if these products themselves support TLS.
- dd. The architecture for Separate AMP IDM System for External User Access will be based on current Oracle product and cloud service capabilities available or announced at the time that the Oracle team generates this architecture.
- ee. The Oracle security team will participate in workshops and meeting to assess the current set of enterprise roles but Oracle will not be responsible for leading this assessment work.
- ff. The Separate AMP IDM System for External User Access work track can be performed either in conjunction with, or independently of, the “New Public-Facing Assessor Portal”
- gg. It is recognized that implementation of such a “new, separate IDM system” may not be desirable or feasible without also implementing a new public-facing Assessor Portal at the same time.
- hh. The Separate AMP IDM System for External User Access POC using Oracle cloud identity management services for external accounts will implement only key capabilities for identity and access management.
- ii. As part of the Separate AMP IDM System for External User Access POC, there will be no changes to the Assessor Portal single-system architecture.
- jj. Manual role assignments for the following account types will remain the responsibility of the Assessor security teams: County-Non-Assessor accounts, AMP admin accounts, AMP service accounts.
- kk. Manual role assignments will not be performed for External/Public user accounts.
- ll. As recommended in the Oracle Performance Tuning Guide the Oracle security team will consider the specific use case scenarios for AMP in order to determine which settings are appropriate to be applied.
- mm. Assessor will provide the list of Assessor applications to be configured to be routed through the API Gateway

## **10. Database Assumptions:**

- a. Existing data model for ADR repository will be extended with new tables.
- b. Existing tables in data model for ADR repository will be extended with new attributes.
- c. Existing data model for ADR-staging repository will be extended with new tables.
- d. Existing tables in data model for ADR-staging repository will be extended with new attributes.

## **11. PL/SQL Design Assumptions:**

- a. Technical design, implementation and testing of PL/SQL data services are included.

- b. 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).
- c. PL/SQL data services are developed as procedures/functions and logical aggregate grouping into packages will be made at design time.

## **12. BI Publisher Design Assumptions**

- a. Data will be refreshed up to three (3) times a day for the reporting tables.
- b. There will be up to fifty (50) overall users of the reports created.
- c. There will be up to six (6) security groups for reports created.

## **13. Oracle Enterprise Manager Assumptions**

- a. OEM has been granted sufficient authority to access target systems.
- b. Network firewalls are configured to allow OEM to communicate with designated target systems.
- c. Local and shared storage is sufficient as defined in the product installation manual.
- d. Documentation is in an Oracle standard format and delivered in an MS-Word compatible file.
- e. A My Oracle Support user ID and password must be provided to integrate My Oracle Support with Oracle Enterprise Manager
- f. Administrative access to OEM is provided.
- g. OEM administrators and application technical leads who are using OEM Services are available for technical discussions.

## **14. Testing Assumptions:**

- a. All TDD stage summary reports will be provided following the completion of testing in that phase or release.
- b. Testing will be done from Your workstations or Oracle laptops that can access project servers.
- c. Assessor to participate in joint SIT Testing.
- d. An Oracle Test Lead will be assigned to support testing throughout the project lifecycle and will be on site.
- e. Test results will be managed, tracked, and reported from a central bug tracking system or list.
- f. You and Oracle will agree on test cases during the Elaboration stage. These test cases will only represent core product and use case functionality and may be mutually updated during the TDD Stage; however, all test cases must be reviewed and approved as defined in the Oracle Request Type table VI of this SOW before the start of each test phase.
- g. 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.
- h. 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 17: 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.  |

- i. 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.
- j. You and the Oracle project manager will review recorded Defect levels during testing and, upon mutual agreement, may change the level of any Defect.
- k. Completion of unit, system, system integration, performance, or user acceptance testing occurs when:
  - o Identified Sev1 and Sev2 Defects related to items tested during such testing have been addressed by Oracle as of the date the final items are made available to You.
  - o Oracle has identified a plan for addressing other related Defects in such items.
- l. Readiness for production use is achieved upon completion of unit, system, system integration, performance, or user acceptance testing.
- m. Performance, UAT and other testing will occur in environments as mutually agreed.
- n. Test cases will be reviewed and approved as defined in the Oracle Request Type table in Section V of this SOW before each test phase commences.
- o. Performance metrics and SLAs have not been defined. Oracle will be operating under the premise of “Oracle Recommended Practices” for the Performance Assessment.
- p. For all performance testing scenarios executed in OATS, Oracle assumes the achievement of the following metric as a successful performance test:
  - o 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.
- q. Performance testing activities may include any of the following:
  - o Generation and execution of functional test scripts using Oracle Functional Testing
  - o Generation and execution of load test scripts using Oracle Load Testing
  - o Generation and execution of ETL process performance tuning.
  - o Configuration and implementation of load test profiles using Oracle Load Testing
  - o Configuration of test data files to support load testing using Oracle Load Testing
  - o Implementation of test plans using Oracle Test Manager
  - o Configuration of OEM diagnostics and tuning packs, and other automated capabilities



- o Execution of standard Automated Workload Reports (AWR) from the database.
- r. Performance tuning activities may include the configuration of web, application, database, and infrastructure cloud service products.
- s. Any changes to the above process and standards will be subject to the Change Order Process as outlined below.
- t. Criteria of completed testing (Definition of Done) is as follows:
  - o All acceptance criteria met with user stories completed;
  - o Code completed with zero opened Sev1 or Sev2 defects;
  - o Code review and revisions completed;
  - o Code checked into GIT source control repository;
  - o Demo accepted by Your designated Product Owner (for demo-able user stories);
  - o Test scripts completed and checked into the source code system.

## 15. OPA Replacement Assumptions

- a. Releases of the OPA replacement code into Production will occur in accordance with the LACA business year.
- b. The harvest sessions will be recorded on Zoom and uploaded to a LACA repository. shared with LACA staff as part of a knowledge transfer task.
- c. The support for this Activity will end no later than October 2027.
- d. There will be no changes to the existing business rules in OPA.
- e. The OPA replacement code will be a like for like replacement with the existing OPA code.
- f. Replacing an operation deprecates the OPA operation only after all dependent operations have been deprecated.
- g. Rule-for-rule replacement is based upon Oracle's discretion.
- h. As long as there is no functional impact to the rule inference, Oracle has discretion to choose to follow or not follow the manner with how the OPA rule was written.
- i. The OPA rules being replaced are limited to the BYE and SimulateAssessment rules.
- j. Oracle will perform the performance test with the replacement code.
- k. Oracle is responsible that the code is functionally correct.
- l. Any degradation in performance, based upon the performance benchmark from OPA, will be tuned by Oracle within the project schedule.

## 16. Knowledge Transfer Assumptions

- a. The knowledge transfer sessions will be two (2 ) hours in duration.
- b. The knowledge transfer sessions will occur twice a month as defined in the Knowledge Transfer Plan.
- c. The total number of sessions will not exceed ten (10).

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.

## B. 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 V 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.

## **C. Statement of Work Acceptance Procedure**

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

### **1. Specific Exclusions**

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

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

## VII. FEES, EXPENSES, AND TAXES

### A. Fees and Expenses for Fixed Price Agreement

You agree to pay Oracle a fee of Twelve Million Nine Hundred and Eighty Five Thousand Four Hundred and Twenty Nine dollars (\$12,985,429.00) 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 non-refundable 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 18: Fixed Price Agreement Deliverables and Fees

| #   | Deliverable Name                       | Deliverable Description   | Expected Delivery Month | Value        | 10% hold back | Deliverable value |
|-----|--|---|-------------------------|--------------|---------------|-------------------|
| 1   | Phase V Project Inception              | Tasks to establish the project including a project kickoff presentation | Month 1 - November 2024 | \$450,000.00 | \$45,000.00   | \$405,000.00      |
| 2   | Initial PWP and PMP                    | Initial Project Work Plan and Project Management Plan for Phase V       | Month 1 - November 2024 | \$825,000.00 | \$82,500.00   | \$742,500.00      |
| 3   | AMP Stabilization Activities           | Monthly report of the AMP Stabilization activities                      |                         |              |               |                   |
| 3.1 | AMP Stabilization Activities - Month 1 | Monthly report of the AMP Stabilization activities                      | Month 1 - November 2024 | \$750,000.00 | \$75,000.00   | \$675,000.00      |

| #    | Deliverable Name                        | Deliverable Description  | Expected Delivery Month | Value        | 10% hold back | Deliverable value |
|------|---|--|-------------------------|--------------|---------------|-------------------|
| 3.2  | AMP Stabilization Activities - Month 2  | Monthly report of the AMP Stabilization activities                   | Month 2                 | \$750,000.00 | \$75,000.00   | \$675,000.00      |
| 3.3  | AMP Stabilization Activities - Month 3  | Monthly report of the AMP Stabilization activities                   | Month 3                 | \$750,000.00 | \$75,000.00   | \$675,000.00      |
| 3.4  | AMP Stabilization Activities - Month 4  | Monthly report of the AMP Stabilization activities                   | Month 4                 | \$750,000.00 | \$75,000.00   | \$675,000.00      |
| 3.5  | AMP Stabilization Activities - Month 5  | Monthly report of the AMP Stabilization activities                   | Month 5                 | \$640,000.00 | \$64,000.00   | \$576,000.00      |
| 3.6  | AMP Stabilization Activities - Month 6  | Monthly report of the AMP Stabilization activities                   | Month 6                 | \$640,000.00 | \$64,000.00   | \$576,000.00      |
| 3.7  | AMP Stabilization Activities - Month 7  | Monthly report of the AMP Stabilization activities                   | Month 7                 | \$640,000.00 | \$64,000.00   | \$576,000.00      |
| 3.8  | AMP Stabilization Activities - Month 8  | Monthly report of the AMP Stabilization activities                   | Month 8                 | \$640,000.00 | \$64,000.00   | \$576,000.00      |
| 3.9  | AMP Stabilization Activities - Month 9  | Monthly report of the AMP Stabilization activities                   | Month 9                 | \$530,000.00 | \$53,000.00   | \$477,000.00      |
| 3.10 | AMP Stabilization Activities - Month 10 | Monthly report of the AMP Stabilization activities                   | Month 10                | \$441,100.00 | \$44,110.00   | \$396,990.00      |
| 3.11 | AMP Stabilization Activities - Month 11 | Monthly report of the AMP Stabilization activities                   | Month 11                | \$530,000.00 | \$53,000.00   | \$477,000.00      |
| 3.12 | AMP Stabilization Activities - Month 11 | Monthly report of the AMP Stabilization activities                   | Month 12                | \$55,000.00  | \$5,500.00    | \$49,500.00       |
| 5    | Security Extensions Summary             | Monthly Summary of Security Extension Activities and Accomplishments |                         |              |               |                   |

| #   | Deliverable Name                      | Deliverable Description  | Expected Delivery Month | Value        | 10% hold back | Deliverable value |
|-----|---------------------------------------|--|-------------------------|--------------|---------------|-------------------|
| 4.1 | Security Extensions Summary - Month 1 | Monthly Summary of Security Extension Activities and Accomplishments | Month 1 - November 2024 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.2 | Security Extensions Summary - Month 2 | Monthly Summary of Security Extension Activities and Accomplishments | Month 2                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.3 | Security Extensions Summary - Month 3 | Monthly Summary of Security Extension Activities and Accomplishments | Month 3                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.4 | Security Extensions Summary - Month 4 | Monthly Summary of Security Extension Activities and Accomplishments | Month 4                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.5 | Security Extensions Summary - Month 5 | Monthly Summary of Security Extension Activities and Accomplishments | Month 5                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.6 | Security Extensions Summary - Month 6 | Monthly Summary of Security Extension Activities and Accomplishments | Month 6                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.7 | Security Extensions Summary - Month 7 | Monthly Summary of Security Extension Activities and Accomplishments | Month 7                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.8 | Security Extensions Summary - Month 8 | Monthly Summary of Security Extension Activities and Accomplishments | Month 8                 | \$220,550.00 | \$22,055.00   | \$198,495.00      |
| 4.9 | Security Extensions Summary - Month 9 | Monthly Summary of Security Extension                                | Month 9                 | \$110,000.00 | \$11,000.00   | \$99,000.00       |

| #    | Deliverable Name                         | Deliverable Description   | Expected Delivery Month | Value        | 10% hold back | Deliverable value |
|------|--|---|-------------------------|--------------|---------------|-------------------|
|      |  | Activities and Accomplishments  |                         |              |               |                   |
| 4.10 | Security Extensions Summary - Month 10   | Monthly Summary of Security Extension Activities and Accomplishments  | Month 10                | \$110,000.00 | \$11,000.00   | \$99,000.00       |
| 5    | OPA Replacement                          | OPA Replacement project   |                         |              |               |                   |
| 5.1  | OPA Replacement Approach report          | A report that documents the required tasks, project plan and estimated level of effort to replace OPA with native JAVA code | Month 2                 | \$110,000.00 | \$11,000.00   | \$99,000.00       |
| 5.2  | OPA Replacement Execution Report Month 2 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan                            | Month 2                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.3  | OPA Replacement Execution Report Month 3 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan                            | Month 3                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.4  | OPA Replacement Execution Report Month 4 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan                            | Month 4                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.5  | OPA Replacement Execution Report Month 5 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan                            | Month 5                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |

| #    | Deliverable Name                          | Deliverable Description  | Expected Delivery Month | Value        | 10% hold back | Deliverable value |
|------|---|--|-------------------------|--------------|---------------|-------------------|
| 5.6  | OPA Replacement Execution Report Month 6  | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 6                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.7  | OPA Replacement Execution Report Month 7  | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 7                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.8  | OPA Replacement Execution Report Month 8  | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 8                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.9  | OPA Replacement Execution Report Month 9  | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 9                 | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.10 | OPA Replacement Execution Report Month 10 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 10                | \$300,000.00 | \$30,000.00   | \$270,000.00      |
| 5.11 | OPA Replacement Execution Report Month 11 | Monthly Summary of OPA Summary activities and progress against the OPA Replacement Approach Plan | Month 11                | \$190,000.00 | \$19,000.00   | \$171,000.00      |
| 5.12 | OPA Replacement Execution                 | Monthly Summary of OPA Summary activities and  | Month 12                | \$110,000.00 | \$11,000.00   | \$99,000.00       |



| #   | Deliverable Name                 | Deliverable Description  | Expected Delivery Month | Value           | 10% hold back  | Deliverable value |
|-----|----------------------------------|--|-------------------------|-----------------|----------------|-------------------|
|     | Report Month 12                  | progress against the OPA Replacement Approach Plan, including the cutover execution report |                         |                 |                |                   |
| 6.1 | Knowledge Transfer (KT) Sessions | Report of the ten (10) KT sessions   | Month 7                 | \$110,000.00    | \$11,000.00    | \$99,000.00       |
|     |                                  |  | Total                   | \$12,985,429.00 | \$1,298,542.90 | \$11,686,868.10   |

DRAFT

**COUNTY'S ADMINISTRATION**

CONTRACT NO.

**COUNTY'S PROJECT DIRECTOR:**

Name: Scott Thornberry  
Title: Assistant Assessor, Operations  
Address: 500 West Temple Street, Room 320  
Los Angeles, CA 90012  
Telephone: 213-974-3101  
E-mail Address: sthornberry@assessor.lacounty.gov

**COUNTY'S PROJECT MANAGER:**

Name: Kevin Lechner  
Title: Assistant Chief Information Officer  
Address: 500 West Temple Street, Room 295  
Los Angeles, CA 90012  
Telephone: 213-893-0905  
E-mail Address: klechner@assessor.lacounty.gov

**COUNTY'S PROJECT MONITOR:**

Name: Andrew Yim  
Title: Information Technology Manager II  
Address: 500 West Temple Street, Room 295  
Los Angeles, CA 90012  
Telephone: 213-974-3367  
E-mail Address: ayim@assessor.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Oracle America

CONTRACT NO.

**CONTRACTOR'S PROJECT MANAGER(S):**

Name: Roger Wagstaff  
 Title: AMP Program Director  
 Address: Remote Worker  
 Telephone: 604-418-8970  
 E-mail Address: Roger.wagstaff@oracle.com

Name: David Ditton  
 Title: AMSS Program Director  
 Address: Remote Worker  
 Telephone: 703-772-3812  
 E-mail Address: [David.ditton@oracle.com](mailto:David.ditton@oracle.com)

Name: Kundaragundi Umashankar  
 Title: Service Delivery Manager  
 Address: Remote Worker  
 Telephone: 678-429-9932  
 E-mail Address: [Kundaragundi.umashankar@oracle.com](mailto:Kundaragundi.umashankar@oracle.com)

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: Jim Crummer  
 Title: Senior Manager  
 Address: 1910 Oracle Way  
 Reston, VA 20190  
 Telephone: 703-364-4046  
 E-mail Address: Jim.crummer@oracle.com

Name: Anthony Hernandez  
 Title: Senior Director, North America  
 Address: 613 NW Loop 410 Suite 10000  
 San Antonio, TX 78216  
 Telephone: 210-536-9478  
 E-mail Address: Anthony.hernandez@oracle.com

**NOTICES TO CONTRACTOR shall be sent to the following:**

Name: Attention: General Counsel  
 Title: Legal Department  
 Address: 500 Oracle Parkway  
 Redwood Shores, CA 94065  
 Telephone: 650-506-7000

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The Information Security and privacy requirements and procedures in this Exhibit are to be established and maintained throughout the term of the Agreement. These procedures are part of the Agreement between the Parties. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor will establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “**Information Security Policy**”). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Confidentiality.** Confidentiality and the handling of Confidential Information and Personal Data are addressed in Paragraph 12.0 of the Agreement.
3. **Subcontractors.** Confidentiality agreements for subcontractors are addressed in Sub-paragraph 8.8 of the Agreement.
4. **Background Checks.** Background checks are addressed in Sub-paragraph 11.5 of the Agreement.
5. **Contractor’s Use of County Information.** The Contractor may use County Data only in accordance with the requirements of the Agreement. The Contractor will collect, maintain, or use County Data only in accordance with the provisions of the Agreement, including without limitation Sections 12 and 16 of the Agreement.
6. **Removable Media.** Except in the context of Contractor’s routine back-ups or as otherwise specifically authorized by County in writing, Contractor will institute strict physical, logical, or administrative security controls designed to prevent transfer of Personally Identifiable Information to any form of unencrypted Removal Media. For purposes of this Exhibit, “Removable Media” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
7. **Data Encryption.** Data Encryption is addressed in Sub-paragraph 12.9 of the Agreement.
8. **Data Control; Media Disposal and Servicing.** Data Destruction is addressed in Section 12.8 of the Agreement.
9. **Access Control.** Contractor will implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the follow controls:
  - a. As applicable network access to both internal and external networked services will be controlled, including, but not limited to, the use of properly configured firewalls;

- b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication authorization and event logging;
- c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and
- d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with the Security and Privacy Incidents provision set forth below.

## 10. Audits

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a SOC 1 or SOC 2 Type 2, ISO, NIST, PCI DSS, or similar audit report performed by a qualified third party auditor within the prior twelve months and Contractor confirms there are no known material changes in the controls audited, County agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The audit must be conducted during regular business hours at the applicable facility, subject to Contractor policies, and may not unreasonably interfere with Contractor business activities.

County will provide GIS any audit reports generated in connection with any audit under this section, unless prohibited by law. County may use the audit reports only for the purposes of meeting its regulatory audit requirements **and/or** confirming compliance with the requirements of the Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at County's expense. Any request for Contractor to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services. Contractor will seek the County's written approval and agreement to pay any related fees before performing such audit assistance.

## 11. Security and Privacy Incidents

In the event of a Personal Information Breach, the Contractor must:

Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security and Privacy Incident) the designated County security contacts set forth below by telephone and subsequently via written communication of any Security and Privacy Incidents.

The notice will include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.



**County Chief Information Security Officer and Chief Privacy Officer email**  
[CISO-CPO Notify@lacounty.gov](mailto:Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Vince Diep  
Departmental Information Security Officer  
500 W Temple, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
(213) 974-3273  
[VDiep@assessor.lacounty.gov](mailto:VDiep@assessor.lacounty.gov)

12. **Software Source Code**

To facilitate the centralized management, reporting, collaboration, and continuity of access, a copy of the most current production version of software source code for the AMP Application will be version controlled, stored, and made available to the Contractor via a single industry-standard private GitLab repository, provided, managed, and supported by the County. Upon commencement of the agreement period, the Contractor will be granted access to the County's private GitLab repository. Contractor will make available to the County a current copy of all code artifacts constituting Joint IP under this Agreement via the County's private GitLab repository.