



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



June 9, 2026

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) TO PROVIDE MANAGED SUPPORT SERVICES FOR ORACLE ENVIRONMENTS ASSOCIATED WITH 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 Oracle Managed Support Services. The Agreement will provide continuous application management and support services for the Assessor Modernization Project (AMP) application, its supporting Oracle cloud hosted environments and services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Assessor, or designee, to execute a substantially similar Sole Source Agreement (Enclosure A) with Oracle, effective upon execution for the purpose of providing ongoing maintenance and support for the AMP application and Oracle cloud hosted environments needed to support AMP. The Agreement will be for a term of three (3) years with two (2) one-year renewal options, for a maximum potential term of five (5) years at a maximum amount of \$30,729,600, subject to concurrence from the Chief Executive Office (CEO) and Chief Information Office (CIO). The attached Agreement was approved as to form by County Counsel.

2. Authorize and delegate authority to the Assessor, or designee, for necessary subsequent Change Orders and Amendments for unforeseen, additional work within the scope of the agreement as operationally necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

BACKGROUND

Over the last several years, the Assessor executed modernization efforts which replaced 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, co-developed with Oracle, and scheduled to end in July 2026.

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. 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.

In November 2024, the Assessor completed Phase IV of AMP, and your Board approved Phase V, the final phase of AMP which extended operational support and stabilization services for AMP. Due to the 2025 California wildfires, significant project scope was redirected from stabilization services to the development of new AMP functionality resulting in the automation and enrollment of more than 17,000 reductions in assessed value. Your Board approved subsequent Amendment One to reestablish operational stabilization as initially intended in Phase V.

With Phase V scheduled to conclude in July 2026, this request, Oracle Managed Support Services, will continue application management and support services for Oracle cloud hosted environments of AMP.

JUSTIFICATION

AMP has been developed with specialized software and professional services. Oracle architects and technical staff have been working together 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 adjust as necessary. Introducing a new vendor to support the AMP application and Oracle environments at this time would introduce new risks, jeopardize system up-time, and potentially cause major disruptions at the tail end of our production season.

In addition, there are no other vendors with the familiarity of the Assessor's critical systems, environments and infrastructure to provide this service.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan, Goal North Star 3A: Communication and Public Access by providing increased transparency and accessibility to government services, communication and driving efficient public services, and Goal North Star 3F: 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 Oracle Managed Support Services is \$30,729,600 for a maximum potential term of five (5) years (three (3) years with two (2) one-year renewal options).

The funding will be requested via the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with Board Policy 5.100, Sole Source Contracts, the Assessor provided notification to the Board on March 11, 2026 with a shortened two-week waiting period prior to initiating negotiations for the Sole Source Agreement with Oracle.

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 limitation 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 V agreement your Board previously reviewed and approved.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the Office of the Chief Information Officer (OCIO) reviewed the IT components of this request and recommends approval. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

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 system continuity and sustain support for a fully integrated and modernized assessment system.

Respectfully submitted,



JEFFREY PRANG
Assessor

Reviewed by:



PETER LOO
Chief Information Officer

JP:DS:KL:SPT

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 (AMP)
Oracle Managed Support Services
June 2026**

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|------------------|--|-------------|
| <u>1.0</u> | <u>APPLICABLE DOCUMENTS</u> | 3 |
| <u>2.0</u> | <u>DEFINITIONS</u> | 4 |
| <u>2.1</u> | <u>Acceptance</u> | 4 |
| <u>2.2</u> | <u>Agreement Term</u> | 4 |
| <u>2.3</u> | <u>AMP application</u> | 4 |
| <u>2.4</u> | <u>Assessor</u> | 4 |
| <u>2.5</u> | <u>Board</u> | 4 |
| <u>2.6</u> | <u>Change Order</u> | 4 |
| <u>2.7</u> | <u>Contractor</u> | 5 |
| <u>2.8</u> | <u>Contractor Works</u> | 5 |
| <u>2.9</u> | <u>Contractor’s Project Director</u> | 5 |
| <u>2.10</u> | <u>Contractor’s Project Manager</u> | 5 |
| <u>2.11</u> | <u>County Data</u> | 5 |
| <u>2.12</u> | <u>County’s Project Director</u> | 5 |
| <u>2.13</u> | <u>County’s Project Manager</u> | 5 |
| <u>2.14</u> | <u>Day(s)</u> | 6 |
| <u>2.15</u> | <u>Deliverable(s)</u> | 6 |
| <u>2.16</u> | <u>Effective Date</u> | 6 |
| <u>2.17</u> | <u>Fees</u> | 6 |
| <u>2.18</u> | <u>Fiscal Year</u> | 6 |
| <u>2.19</u> | <u>Joint Property</u> | 6 |
| <u>2.20</u> | <u>Personal Data</u> | 6 |
| <u>2.21</u> | <u>Services</u> | 6 |
| <u>2.22</u> | <u>Subcontractor</u> | 6 |
| <u>3.0</u> | <u>INTELLECTUAL PROPERTY</u> | 7 |
| <u>3.1</u> | <u>Ownership of County Data, Contractor Works and Joint Property</u> | 7 |
| <u>3.2</u> | <u>Rights Granted</u> | 8 |
| <u>4.0</u> | <u>SERVICES</u> | 8 |
| <u>4.1</u> | <u>Services Generally</u> | 8 |
| <u>4.2</u> | <u>Services</u> | 8 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|-------------|---|------|
| <u>5.0</u> | <u>[INTENTIONALLY OMITTED]</u> | 8 |
| <u>6.0</u> | <u>TERM OF AGREEMENT</u> | 9 |
| <u>6.1</u> | <u>Agreement Term</u> | 9 |
| <u>7.0</u> | <u>AGREEMENT SUM</u> | 9 |
| <u>7.3</u> | <u>No Payment for Services Provided Following Expiration/Termination of Agreement</u> | 9 |
| <u>7.4</u> | <u>Invoices</u> | 10 |
| <u>7.5</u> | <u>County Approval of Invoices</u> | 10 |
| <u>7.6</u> | <u>Invoice Discrepancies</u> | 11 |
| <u>7.7</u> | <u>Payment of Invoices</u> | 11 |
| <u>7.8</u> | <u>Budget Reductions</u> | 11 |
| <u>7.9</u> | <u>Record Retention and Inspection/Audit Settlement</u> | 11 |
| <u>7.11</u> | <u>Segmentation</u> | 13 |
| <u>8.0</u> | <u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u> | 13 |
| <u>8.1</u> | <u>Authorization Warranty</u> | 13 |
| <u>8.2</u> | <u>Performance of Services</u> | 13 |
| <u>8.3</u> | <u>[Intentionally Omitted]</u> | 13 |
| <u>8.4</u> | <u>Disabling Device</u> | 14 |
| <u>8.5</u> | <u>Open Source Software</u> | 14 |
| <u>8.6</u> | <u>Pending Litigation and Claims</u> | 15 |
| <u>8.7</u> | <u>Agreements with Employees, Independent Contractors and Subcontractors</u> | 15 |
| <u>8.8</u> | <u>Other Warranties</u> | 15 |
| <u>8.9</u> | <u>Limitation of Liability</u> | 15 |
| <u>8.10</u> | <u>Warranty Disclaimer</u> | 16 |
| <u>8.11</u> | <u>Exclusive Remedy</u> | 16 |
| <u>9.0</u> | <u>TERMINATION</u> | 16 |
| <u>9.1</u> | <u>Termination for Convenience</u> | 16 |
| <u>9.2</u> | <u>Termination for Default</u> | 16 |
| <u>9.3</u> | <u>Termination for Improper Consideration</u> | 17 |
| <u>9.4</u> | <u>Termination for Insolvency</u> | 18 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|------------------|---|-------------|
| 9.5 | <u>Termination for Non-Appropriation of Funds</u> | 18 |
| 9.6 | <u>Effect of Termination</u> | 18 |
| 10.0 | <u>ADMINISTRATION OF AGREEMENT - COUNTY</u> | 19 |
| 10.1 | <u>County’s Project Director</u> | 19 |
| 10.2 | <u>County’s Project Manager</u> | 19 |
| 11.0 | <u>ADMINISTRATION OF AGREEMENT - CONTRACTOR</u> | 20 |
| 11.1 | <u>Contractor’s Project Director</u> | 20 |
| 11.2 | <u>Contractor’s Project Manager</u> | 20 |
| 11.3 | <u>Approval of Contractor’s Staff</u> | 20 |
| 11.4 | <u>Contractor’s Staff Identification</u> | 21 |
| 11.6 | <u>Employment Eligibility Verification</u> | 21 |
| 12.0 | <u>CONFIDENTIALITY</u> | 22 |
| 12.4 | <u>Personal Data</u> | 23 |
| 12.5 | <u>Publicity</u> | 24 |
| 12.6 | <u>Public Records Act</u> | 24 |
| 12.7 | <u>[Intentionally Omitted]</u> | 25 |
| 12.8 | <u>[Intentionally Omitted]</u> | 25 |
| 12.9 | <u>Contractor Confidential Information</u> | 25 |
| 12.10 | <u>Non-Exclusive Equitable Remedy</u> | 25 |
| 13.0 | <u>CHANGES TO AGREEMENT</u> | 26 |
| 13.1 | <u>Amendments</u> | 26 |
| 13.2 | <u>Change Order</u> | 26 |
| 14.0 | <u>SUBCONTRACTING</u> | 26 |
| 15.0 | <u>ASSIGNMENT AND DELEGATION</u> | 27 |
| 16.0 | <u>COMPLIANCE WITH APPLICABLE LAW</u> | 27 |
| 17.0 | <u>[INTENTIONALLY OMITTED]</u> | 28 |
| 18.0 | <u>COUNTY’S QUALITY ASSURANCE PLAN</u> | 28 |
| 19.0 | <u>[INTENTIONALLY OMITTED]</u> | 28 |
| 20.0 | <u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u> | 28 |
| 20.1 | <u>Responsible Contractor</u> | 28 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|------------------|---|-------------|
| 20.2 | <u>Chapter 2.202 of the County Code</u> | 28 |
| 20.3 | <u>Non-responsible Contractor</u> | 28 |
| 20.4 | <u>Contractor Hearing Board</u> | 29 |
| 21.0 | <u>INDEMNIFICATION</u> | 30 |
| 21.1 | <u>General Indemnification</u> | 30 |
| 21.2 | <u>Intellectual Property Indemnification</u> | 30 |
| 22.0 | <u>GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE</u> | 31 |
| 22.1 | <u>Evidence of Coverage and Notice to County</u> | 32 |
| 22.2 | <u>Additional Insured Status and Scope of Coverage</u> | 32 |
| 22.3 | <u>Cancellation of or Changes in Insurance</u> | 33 |
| 22.4 | <u>Failure to Maintain Insurance</u> | 33 |
| 22.5 | <u>Insurer Financial Ratings</u> | 33 |
| 22.6 | <u>Contractor’s Insurance Must Be Primary</u> | 33 |
| 22.7 | <u>Sub-Contractor Insurance Coverage Requirements</u> | 33 |
| 22.8 | <u>Deductibles and Self-Insured Retentions (SIRs)</u> | 33 |
| 22.9 | <u>Claims Made Coverage</u> | 33 |
| 22.11 | <u>Separation of Insureds</u> | 34 |
| 22.12 | <u>County Review and Approval of Insurance Requirements</u> | 34 |
| 23.0 | <u>INSURANCE COVERAGE</u> | 34 |
| 23.1 | <u>Commercial General Liability</u> | 34 |
| 23.2 | <u>Automobile Liability</u> | 34 |
| 23.3 | <u>Workers Compensation and Employers’ Liability</u> | 35 |
| 23.4 | <u>Technology Errors and Omissions</u> | 35 |
| 23.5 | <u>Privacy and Network Security (Cyber) Liability Insurance</u> | 35 |
| 24.0 | <u>DISPUTE RESOLUTION PROCEDURE</u> | 35 |
| 25.0 | <u>MISCELLANEOUS</u> | 37 |
| 25.1 | <u>[Intentionally Omitted]</u> | 37 |
| 25.2 | <u>Conflict of Interest</u> | 37 |
| 25.3 | <u>Force Majeure</u> | 37 |
| 25.4 | <u>[Intentionally Omitted]</u> | 38 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|-----------|---|------|
| 25.5 | <u>Notices</u> | 38 |
| 25.6 | <u>Governing Law, Jurisdiction, and Venue</u> | 38 |
| 25.7 | <u>Independent Contractor Status</u> | 39 |
| 25.8 | <u>Validity</u> | 39 |
| 25.9 | <u>Waiver</u> | 39 |
| 25.10 | <u>Non Exclusivity</u> | 40 |
| 25.11 | <u>Counterparts and Electronic Signatures and Representations</u> | 40 |
| 25.12 | <u>Effectiveness</u> | 40 |
| 25.13 | <u>Agreement Drafted by All Parties</u> | 40 |
| 26.0 | <u>ADDITIONAL TERMS</u> | 41 |
| 26.1 | <u>Time Off For Voting</u> | 41 |
| 26.2 | <u>Recycled Bond Paper</u> | 41 |
| 26.3 | <u>Contractor’s Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law</u> | 41 |
| 26.4 | <u>Notice to Employees Regarding the Federal Earned Income Credit</u> | 41 |
| 26.5 | <u>Fair Labor Standards</u> | 41 |
| 26.6 | <u>Compliance with Civil Rights Laws</u> | 42 |
| 26.7 | <u>Warranty against Contingent Fees</u> | 42 |
| 26.8 | <u>Contractor’s Warranty of Adherence to County’s Child Support Compliance Program</u> | 43 |
| 26.9 | <u>Termination for Breach Of Warranty to Maintain Compliance with County’s Child Support Compliance Program</u> | 43 |
| 26.10 | <u>Warranty of Compliance with County’s Defaulted Property Tax Reduction Program</u> | 43 |
| 26.11 | <u>Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program</u> | 43 |
| 26.12 | <u>Compliance with the County’s Jury Service Program</u> | 44 |
| 26.13 | <u>[Intentionally Omitted]</u> | 45 |
| 26.14 | <u>Termination for Non-Adherence of County Lobbyist Ordinance</u> | 45 |
| 26.15 | <u>Consideration of Hiring County Employees Targeted for Layoff/Re- Employment List</u> | 45 |
| 26.16 | <u>Consideration of Hiring GAIN/START Participants</u> | 45 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|------------------|--|-------------|
| 26.17 | <u>Nondiscrimination and Affirmative Action</u> | 46 |
| 26.18 | <u>[Intentionally Omitted]</u> | 47 |
| 26.19 | <u>[Intentionally Omitted]</u> | 47 |
| 26.20 | <u>[Intentionally Omitted]</u> | 47 |
| 27.0 | <u>UNIQUE TERMS AND CONDITIONS</u> | 47 |
| 27.1 | <u>Local Small Business Enterprise (SBE) Preference Program</u> | 47 |
| 27.2 | <u>Compliance with County’s Zero Tolerance Policy on Human Trafficking</u> | 48 |
| 27.3 | <u>Social Enterprise (SE) Preference Program</u> | 49 |
| 27.4 | <u>Disabled Veteran Business Enterprise Preference Program</u> | 49 |
| 27.5 | <u>Compliance with Fair Chance Employment Practices</u> | 50 |
| 27.6 | <u>Compliance with County Policy of Equity</u> | 51 |
| 27.7 | <u>Prohibition from Participation in Future Solicitations</u> | 51 |
| 27.8 | <u>Information Security and Privacy Requirements</u> | 51 |
| 27.9 | <u>Campaign Contribution Prohibition Following Final Decision in Contract Proceeding</u> | 52 |
| 27.10 | <u>Compliance with County’s Women in Technology Hiring Initiative</u> | 52 |
| 27.11 | <u>Digital Accessibility Requirements</u> | 52 |
| 28.0 | <u>SURVIVAL</u> | 52 |
| SIGNATURE | | 54 |

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

| | |
|---|--------------------------------------|
| A | STATEMENT OF WORK |
| B | INTENTIONALLY OMITTED |
| C | COUNTY’S ADMINISTRATION |
| D | CONTRACTOR’S ADMINISTRATION |
| E | INTENTIONALLY OMITTED |
| F | INTENTIONALLY OMITTED |
| G | INTENTIONALLY OMITTED |
| H | INTENTIONALLY OMITTED |
| I | COUNTY’S INFORMATION SECURITY POLICY |
| J | DIGITAL ACCESSIBILITY REQUIREMENTS |

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

This Agreement for the Assessor Modernization Project Oracle Managed Support Services (“**Agreement**”) is made and entered into this _ day of June 2026 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, Assessment Appeals;

WHEREAS, County and Contractor entered into an agreement dated May 27, 2021 (the “**Prior Support Agreement**”) to engage Contractor to provide application management services for certain Oracle cloud hosted environments associated with the AMP application;

WHEREAS, County and Contractor entered into an agreement dated November 19, 2024 for the fifth and final phase of AMP (“**Phase V**”), to support the functionality built in Phase I – IV and replace the final major legacy systems including: IBM AS/400 (AS400) and Possessory Interest Database Management System (PIDBMS), with additional operations and maintenance support services for Phase V;

WHEREAS, the primary objective of this Agreement is to engage Contractor to provide Oracle managed support services for Oracle cloud hosted environments of the AMP application (as such term is defined in Exhibit A (Statement of Work) of this Agreement);

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;

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, C, D, I, and J are attached to and form a part of this Agreement.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 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 - Intentionally Omitted
- 1.7 EXHIBIT G - Intentionally Omitted

- 1.8 EXHIBIT H - Intentionally Omitted
- 1.9 EXHIBIT I - County's Information Security Policy
- 1.10 EXHIBIT J - Digital Accessibility 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 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" shall mean County's acceptance of Deliverables in accordance with Exhibit A (Statement of Work).

2.2 Agreement Term

The meaning set forth in Sub-paragraph 0 of this Agreement. The phrase "term of the/this Agreement" and phrases of similar import shall mean the Agreement Term.

2.3 AMP application

The meaning given to such term in Exhibit A (Statement of Work).

2.4 Assessor

The Assessor, or his or her designee.

2.5 Board

The County of Los Angeles' Board of Supervisors

2.6 Change Order

As defined in the Change Order process set forth in the SOW.

2.7 Contractor

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

2.8 Contractor Works

Any and all of the following: a) anything provided by or on behalf of Contractor from Contractor repository; (b) any software code generated by computer aided software engineering or other tools; (c) any tools, interfaces (including application programming interfaces), and utilities developed by or on behalf of Contractor; and (d) any derivative works of (a) through (c) above.

2.9 Contractor's Project Director

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

2.10 Contractor's Project Manager

The individual designated by Contractor to administer the day-to-day activities as related to this Agreement after the Agreement award. For the purposes of this Agreement, the Oracle Service Delivery Manager is considered the Contractor's Project Manager.

2.11 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 that is uploaded into a Supported Environment (as defined in Exhibit A) maintained as part of the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "County Data."

2.12 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.

2.13 County's Project Manager

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

- 2.14 Day(s)
Calendar day(s) unless otherwise specified.
- 2.15 Deliverable(s)
Any item(s) identified as a deliverable in Exhibit A (Statement of Work).
- 2.16 Effective Date
The date of approval and execution of this Agreement by the Board's designee.
- 2.17 Fees
That certain fee amount as specified in Exhibit A (Statement of Work) to be paid by County to Contractor for all Services.
- 2.18 Fiscal Year
The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.19 Joint Property
Runbooks, release script code and documentation for the release scripts, and test script code and documentation for the test scripts developed by Contractor solely for County under this Agreement and anything developed jointly by Contractor and County under this Agreement. Joint Property does not include any Contractor Works.
- 2.20 Personal Data
Personal Information, as defined in the Data Processing Agreement.
- 2.21 Services
The services described under Exhibit A (Statement of Work) as the same may be amended by any fully executed Change Order(s) thereto, in accordance with this Agreement.
- 2.22 Subcontractor
A subcontractor of Contractor at any tier.

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 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 in Contractor's possession.

3.1.2 Ownership of Contractor Works

Contractor retains all right, title and interest, including all copyrights, in and to any Contractor Works (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 incorporate into Joint Property, 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 Rights Granted

Upon payment by County to Contractor of all fees due under this Agreement, County will have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for County's internal business operations, the services under this Agreement and anything developed by Oracle and delivered to County under this Agreement which is not Joint IP ("services and deliverables"). County may allow its agents and contractors to use the services and deliverables for this purpose and County is responsible for their compliance with this Agreement in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. County does not acquire any right or license to use, or allow its users in the case of a managed/hosted environment, to use, any of the services and deliverables in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to County's license to use products owned or distributed by Contractor which County acquired under a separate agreement. That separate agreement and the applicable order shall govern County's use of such products.

4.0 SERVICES

4.1 Services Generally

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

4.2 Services

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

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

5.0 [INTENTIONALLY OMITTED]

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 for a period of three (3) years unless terminated or extended as otherwise provided hereunder.

This Agreement may be extended by mutual written agreement of both Parties for up to two (2) one-year optional extensions for a maximum term of five (5) years.

7.0 AGREEMENT SUM

- 7.1 Contractor will invoice County in accordance with Exhibit A (Statement of Work). Maximum sum for services and Deliverables to be provided with respect to each twelve (12) month portion of the initial three (3) year term of this Agreement shall not exceed Six Million Dollars (\$6,000,000), for a total of Eighteen Million Dollars (\$18,000,000) for the initial three (3) year term, as detailed in Exhibit A (Statement of Work).

If the parties mutually agree to extend for the optional First Renewal Year (twelve (12) months) in accordance with Exhibit A (Statement of Work), Section III, the maximum sum for services and Deliverables to be provided with respect to the First Renewal Year shall not exceed Six Million Two Hundred Forty Thousand Dollars (\$6,240,000), as detailed in Exhibit A (Statement of Work).

If the parties mutually agree to extend for the optional Second Renewal Year (twelve (12) months) in accordance with Exhibit A (Statement of Work), Section III, the maximum sum for services and Deliverables to be provided with respect to the Second Renewal Year shall not exceed Six Million Four Hundred Eighty Nine Thousand Six Hundred Dollars (\$6,489,600), as detailed in Exhibit A (Statement of Work).

- 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 No Payment for Services Provided Following Expiration/Termination of Agreement

Except as agreed by the Parties in writing, 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.

7.4 Invoices

Contractor will invoice County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor will prepare invoices, which will include the charges owed to Contractor by County under the terms of this Agreement, and will include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; indication of any credits applied 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 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 will be priced in accordance with Exhibit A (Statement of Work).

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

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

All invoices under this Agreement will 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

7.5 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.

7.6 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 0 (Dispute Resolution Procedure).

7.7 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 Subparagraph 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.

7.8 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, in each case 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.

7.9 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.

7.9.1 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).

7.9.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 7.9 will constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7.9.3 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.

7.10 Taxes

The Fees shown in Exhibit A (Statement of Work) 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. 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.

7.11 Segmentation

County acknowledges that the Services and Deliverables are offered separately from any other purchase of Contractor software (including related documentation or updates) hardware or operating (collectively, "Products") or any consulting services, cloud services, hardware support program support, or other service offerings (collectively, "Service Offerings"), related to Products or otherwise, that County may receive or has received from Contractor. County understands that it has the right to acquire services without acquiring any Contractor Products and related Service Offerings or other Service Offerings, 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 [Intentionally Omitted]

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 code artifact or Deliverable 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 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 8.9 (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 to the extent that the Statement of Work expressly provides for the use of, or the parties mutually agree in accordance with the Statement of Work to the use of, such 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 and Claims

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 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.

8.8 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.

8.9 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 the greater of (a) Three Million Dollars (\$3,000,000) or (b) 1.25 times fees paid by the County under this Agreement at the time of liability. 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 the greater of (a) Three Million Dollars (\$3,000,000) or (b) 1.25 times fees paid by the County under this Agreement at the time of liability. Notwithstanding the foregoing, the provisions of this Sub-paragraph 8.9 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 7.10 (Taxes), Sub-paragraph 11.6.2 (Employment Eligibility Verification), Paragraph 21.0 (Indemnification) and Sub-paragraph 26.5 (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.

8.10 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.

8.11 Exclusive Remedy

Notwithstanding anything to the contrary contained in this Agreement, the Service Level Credits (as defined in Exhibit A (Statement of Work)) are the exclusive remedy available to the County if the Service Level Commitments (as defined in Exhibit A (Statement of Work)) are not met.

For the avoidance of doubt, the foregoing sentence only limits County's remedy for Oracle's failure to meet any Service Level Commitment and does not limit the County's remedies for any other claims under this Agreement, including but not limited to any claims for breach of any warranty, inaccuracy of any representation, or breach of any contractual obligation outside of Appendix 4 to Exhibit A (Statement of Work (Service Level Commitments for AMSS)).

9.0 TERMINATION

9.1 Termination for Convenience

This Agreement may be terminated for convenience, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Such Termination of work hereunder 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 7.7 (ii) materially breaches its obligations with respect to Contractor Confidential Information (as defined in Sub-paragraph 12.9 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 0, 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 0.
- 9.2.4 If, after County has given notice of termination under the provisions of this Sub-paragraph 0, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 0, or that the default was excusable under the provisions of Sub-paragraph 0, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 0 (Termination for Convenience).
- 9.2.5 The rights and remedies of the Parties provided in this Sub-paragraph 0 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, services, 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 on a prorated basis, if applicable.
5. In the case of expiration or termination of this Agreement as a whole, any portion of Exhibit A (Statement of Work) that has not been completed will be deemed terminated in accordance with this Paragraph 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).

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.

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.

10.1 County's Project Director

The role of the County's Project Director may 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.

10.4 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of this Agreement.

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 timely notify County in writing of any changes.

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 timely notify County in writing of any changes.

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 employees assigned to County facilities, if any, 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 employees 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.

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

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

11.5 [Intentionally Omitted]

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 Sub-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 inform all of its officers, employees, agents and Subcontractors providing services hereunder of their confidentiality obligations.

12.3 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 set forth in 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 outside of the terms of this Agreement.

12.4 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. To the extent County provides Personal Data to Contractor as part of Contractor's provision of the Services, Contractor will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to the Services is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. Article 1.2 of the Data Processing Agreement, and Exhibit 1 – European DPA Addendum to the Data Processing Agreement, do not apply to the Processing of Personal Data under this Agreement.

Contractor agrees that Contractor will use and process Personal Data in compliance with (a) this Sub-paragraph 12.4, (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 or Exhibit I (County's Information Security Policy) and (c) all applicable local, state and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, and data security. Regarding Exhibit I (County's Information Security Policy) and any applicable local, state and federal laws and regulations, Exhibit I (County's Information Security Policy) and such laws and regulations will only apply to the extent that Exhibit I (County's Information Security Policy) and such laws and regulations by their terms are expressly applicable to Contractor in its role as an IT services provider and impose obligations directly on Contractor's performance of the Services and Deliverables specified in the SOW.

If in the future, there is 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 or regulation will constitute a change to this Agreement, and will be subject to a Change Order in accordance with Sub-paragraphs 13.1.2 and 13.3.

12.5 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 12.5 will apply.

12.6 Public Records Act

Any documents submitted by Contractor and information obtained in connection with County's right to audit pursuant to Sub-paragraph 7.9 (Record Retention and Inspection/Audit Settlement) of this Agreement 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 information 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 or information 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.

12.7 [Intentionally Omitted]

12.8 [Intentionally Omitted]

12.9 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 12.6, 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.

12.10 Non-Exclusive Equitable Remedy

The parties acknowledge that due to the unique nature of County Confidential Information and Contractor Confidential Information there may be no adequate remedy at law for any breach of each party's respective obligations with respect to such information under this Paragraph 12.0 (Confidentiality), that any such breach may result in irreparable harm, and therefore, upon any such breach, the non-breaching party will be entitled to seek appropriate equitable remedies, including injunctive relief from a court of competent jurisdiction, in addition to any other remedy available to such party. A material breach of either party's obligations under this Paragraph 12.0 (Confidentiality) will constitute grounds for termination in accordance with Sub-paragraph 9.2 (Termination of Default) of this Agreement.

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 0 (Changes to Agreement).
- 13.1.2 Except as otherwise provided in this Agreement (including Exhibit A (Statement of Work)), for any change which affects the scope of work, term, Fees, 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 parties may mutually agree to extensions of time as described 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 Order

Request for any change order must be made in accordance with Appendix 5 to Exhibit A (Statement of Work (Change Process)) For the avoidance of doubt, deviations from the process outlined in Appendix 5 shall not affect the validity of any Change Order ultimately agreed upon and signed as provided in Appendix 5.

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 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 included in Paragraphs 18, 20, 25.2, 26.1 through 26.18, and 27.1 through 27.8 of this Agreement.

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.

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.

17.0 [INTENTIONALLY OMITTED]

18.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all third party claims for personal injury, bodily injury, and real or tangible personal property damage caused by Contractor (and including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice 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 misappropriates such third party's trade secret; and subject to Sub-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 Sub-paragraph 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 0 and 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 such Contractor coverage.

22.7 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.

22.8 Deductibles and Self-Insured Retentions (SIRs)

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

22.9 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.

22.10 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.

22.11 Separation of Insureds

All liability policies under which County is added as an additional insured must include a severability of interest/cross-liability provision.

22.12 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 8.9 (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 providing Services under this Agreement, with limits of at least \$5 million.

23.5 Privacy and Network Security (Cyber) Liability Insurance

The Contractor must secure and maintain privacy and computer network security (also known as cyber) liability insurance coverage with limits of not less than \$5 million per occurrence and in the aggregate during the term of the Contract, including coverage for: protection against liability for failure to prevent destruction, alteration, deletion, corruption or damage, denial or loss of service from attacks, spread of malicious software code, unauthorized access and use of computer system, liability arising from the loss or disclosure of personally identifiable non-public or corporate confidential data, cyber extortion, breach response and management coverage (including privacy notification), invasion of privacy, media liability, misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation.

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 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 7.4 (Invoices) and 7.7 (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 during the term of 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, or in the event of any dispute that arises between the parties with respect to this Agreement following termination of this Agreement, 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 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 0 (Confidentiality) or Paragraph 3.0 (Intellectual Property) will 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 [Intentionally Omitted]

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 directly 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 0, 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 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.

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 Exhibit A (Statement of Work). Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Paragraph 0 (Confidentiality).

25.4 [Intentionally Omitted]

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 in the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought in state court hereunder shall be exclusively in the courts in the County of Los Angeles. All actions shall be

brought in state court unless exclusive federal jurisdiction applies to any cause of action.

25.7 Independent Contractor Status

25.7.1 This Agreement is by and between County and Contractor and is not intended, and will 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 will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

25.7.2 Contractor, or its subcontractors, 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 or its subcontractors and not employees of County. Contractor or its subcontractors 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 Sub-paragraph 0 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 (including where provided by 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.

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 (Amendments), and received via communications facilities (facsimile, including where provided by email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Agreement.

25.12 Effectiveness

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.

25.13 Agreement Drafted by All Parties

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

25.14 No Third Party Beneficiaries

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity 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, 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 and Notice to its Employees of the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees working within the State of California pursuant to this Agreement, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

26.4 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.

26.5 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 third party claims for wages, overtime

pay, liquidated damages, penalties, court costs, attorneys' fees, and other costs and expenses directly resulting or arising from Contractor's violation of wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

26.6 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 Contractor 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.

26.7 Warranty against Contingent Fees

26.7.1 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.

26.7.2 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.

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

26.8.1 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.

26.8.2 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).

26.9 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 0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

26.10 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.

26.11 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 0 (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.

26.12 Compliance with the County's Jury Service Program

26.12.1 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.

26.12.2 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.

26.12.3 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.

26.12.4 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.

26.13 [Intentionally Omitted]

26.14 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.

26.15 Consideration of Hiring County Employees Targeted for Layoff of 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.

26.16 Consideration of Hiring GAIN/START Participants

26.16.1 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 and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

26.17 Nondiscrimination and Affirmative Action

26.17.1 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.

26.17.2 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.

26.17.3 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.

26.17.4 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.

26.17.5 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.

26.17.6 If County finds that any provisions of this Sub-paragraph 07 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 Civil Rights Department 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.

26.17.7 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.

26.18 [Intentionally Omitted]

26.19 [Intentionally Omitted]

26.20 [Intentionally Omitted]

27.0 UNIQUE TERMS AND CONDITIONS

27.1 Local Small Business Enterprise (SBE) Preference Program

27.1.1 This Agreement is subject to the provisions of County's ordinance entitled 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) 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 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 Economic Opportunity 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 entitled 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 Economic Opportunity 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, 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

27.5 Compliance with Fair Chance Employment Practices

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

27.6 Compliance with County Policy of Equity

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

27.7 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

27.8 Information Security and Privacy Requirements

In performing the Services under this Agreement, Contractor will comply with the (a) Oracle Services Privacy Policy available at <http://www.Oracle.com/legal/privacy/services-privacy-policy.html> (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.Oracle.com/corporate/contracts/consulting/policies.html>, and (c) Exhibit I (County's Information Security Policy). All three documents are incorporated herein by reference. Oracle may update such policy and practices in (a) and (b) to reflect changes in, among other things, laws, regulations, rules, technology, and best industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. In the event of any inconsistency among the requirements identified in (a), (b), and (c), the requirements of (c) Exhibit I (County's Information Security Policy) controls.

To the extent County provides Personal Data to Contractor as part of Contractor's provision of the Services, Contractor will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to the Services is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference.

27.9 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 \$500 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 the County.

27.10 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. Contractor must report such programs available to: WITProgram@isd.lacounty.gov. For the avoidance of doubt, any such program would be made available without regard to gender.

27.11 Digital Accessibility Requirements

Contractor will not be responsible for ensuring or maintaining accessibility compliance of the County’s websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, or third-party applications as described in Exhibit J (Digital Accessibility Requirements). Contractor agrees to reasonably cooperate with and support the County’s accessibility efforts as they relate to the services performed under this Agreement, by providing relevant information about changes, updates, patches, or configurations as described in Exhibit A (Statement of Work). Contractor is not responsible for remediating pre-existing accessibility deficiencies, if any, unless explicitly agreed by the parties in an amendment or separate contract.

28.0 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 0 (Intellectual Property)
- Sub-paragraph 7.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.9 (Record Retention and Inspection/Audit Settlement)
Sub-paragraph 7.10 (Taxes)
Sub-paragraph 8.9 (Limitation of Liability)
Sub-paragraph 8.10 (Warranty Disclaimer)
Sub-paragraph 0 (Effect of Termination)
Subparagraph 11.6 (Employment Eligibility Verification) during the Agreement Term)
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 Paragraph 0 (Confidentiality)
Paragraph 16.1 (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 0 (Indemnification) (with respect to acts or omissions occurring or Deliverables provided during the performance of Services hereunder)
Paragraph 0 (General Provisions for All Insurance Coverage) and 23.0 (Insurance Coverage), to the extent required by Sub-paragraph 22.9
Paragraph 0 (Dispute Resolution Procedure)
Sub-paragraph 25.5 (Notices)
Sub-paragraph 0 (Governing Law, Jurisdiction, and Venue)
Sub-paragraph 0 (No Third Party Beneficiaries)
Sub-paragraph 26.5 (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 26.5 (Fair Labor Standards) during the Agreement Term)
Sub-paragraph 27.7 (Prohibition from Participation in Future Solicitation(s))
Sub-paragraph 27.9 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)
Sub-paragraph 27.10 (Compliance with County's Women in Technology Hiring Initiative)
Sub-paragraph 27.11 (Digital Accessibility Requirements)
Paragraph 28.0 (Survival)

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

COUNTY OF LOS ANGELES

By _____
Jeffrey Prang
Assessor

CONTRACTOR
ORACLE AMERICA, Inc.

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Michael Owens
Senior Deputy County Counsel

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services



Oracle America, Inc.

STATEMENT OF WORK
Oracle Managed Support Services

Table of Contents

| | |
|--|-----------|
| I. Provide Application Management Support Services | 4 |
| A. Definitions | 4 |
| B. AMSS | 8 |
| C. Provide Infrastructure Management Services | 10 |
| D. Provide Application Management Services..... | 12 |
| E. Provide Incident Management Services..... | 14 |
| F. Deliverables..... | 18 |
| G. Criteria for Acceptance of Deliverables | 18 |
| H. Export..... | 19 |
| I. Services Privacy/Services Security Assumptions | 19 |
| II. Your Obligations and AMSS Assumptions | 19 |
| A. Your General Obligations | 20 |
| B. Your Application Management Support Services Obligations | 23 |
| C. General AMSS Assumptions | 24 |
| D. Service Delivery Assumptions | 26 |
| E. Incident Management Assumptions..... | 27 |
| F. Documentation Assumptions | 27 |
| G. Testing Assumptions | 28 |
| III. Deliverables, Fees, Expenses, and Taxes | 28 |
| A. Deliverables, Fees and Expenses | 28 |
| IV. Appendices..... | 33 |
| Appendix 1 to Exhibit A– Flow Chart of Incident Ticket Management – | 33 |
| Appendix 2 to Exhibit A– Initial Responsible Accountable Consulted Informed (“RACI”) Chart for AMSS..... | 34 |
| Appendix 3 to Exhibit A – Deliverable Expectations..... | 44 |
| Appendix 4 to Exhibit A - Service Level Commitments for AMSS | 47 |
| Appendix 5 to Exhibit A – Change Process | 51 |
| Appendix 6 to Exhibit A - Proactive Monitoring and Maintenance Activities | 53 |

Table of Tables

| | |
|---|----|
| Table 1: Service Severity Levels Definitions | 7 |
| Table 2: Functional Roles and Responsibilities for AMSS..... | 9 |
| Table 3: AMSS Reports | 14 |
| Table 4: Ticket Process and Assignment: | 16 |
| Table 5: LACA staffing requirements | 22 |
| Table 6: List of AMP Associated Software | 25 |
| Table 7: Deliverables and Fees – Base Period | 29 |
| Table 8: Deliverables and Fees – First Renewal Year | 31 |
| Table 9: Deliverables and Fees – Second Renewal Year | 31 |
| Appendix 2 Table 1:RACI | 34 |
| Appendix 4 Table 1: Response Time Service Level..... | 47 |
| Appendix 4 Table 2: AMP AMSS Availability Service Level Commitment | 48 |
| Appendix 6 Table 1: AMSS – Proactive Monitoring and Maintenance Activities..... | 53 |

Table of Figures

Figure 1: AMSS Organization Chart..... 8
Appendix 1 Figure 1: Incident Management Process Flow.....33

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 10-June-2026. 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: 09-JUNE-2026

✓ **Oracle Managed Support Services**

STATEMENT OF WORK (SOW) - SUMMARY

The primary objective of this Statement of Work is to describe the tasks for AMSS (as defined below) for the Assessor Modernization Project (AMP) application (as defined below).

Oracle will provide the application management support services consisting of the infrastructure management, application management, and incident management services described herein to support system stability, performance optimization, and reliability to end users of the AMP application.

I. Provide Application Management Support Services

Oracle's scope of services under this SOW include the Services and Deliverables described in this Section. **Exhibit A** includes Definitions, Description of Services, Assumptions and Obligations for the Agreement.

A. Definitions

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

1. "AMP" means Your Assessor Modernization Project, an agile development project to replace the Los Angeles County Assessor's legacy systems.
2. "AMP application" means the software components and associated infrastructure and being developed as part of AMP.
3. "Application Management Support Services" or "AMSS" are the services to be provided to You by Oracle pursuant to and as described in this **Exhibit A**.
4. "Application Management Services" are those AMSS described in **Section I.D** relating to software maintenance in connection with the AMP application.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

5. “AMP Overall Availability” is the percentage defined in the calculation below:

AMP Overall Availability = ((Business Hours – outage hours during Business Hours)/Business Hours) x 100%.

For purposes of this calculation, “outage hours” means any time in which the AMP Production Environment is not available due to a Severity (Sev) 1 Incident.

6. “AMP AMSS Availability” is the percentage defined in the calculation below. This calculation is used to determine the Service Level Credits that could be awarded to LACA.

AMP AMSS Availability = ((Business Hours – (outage hours during Business Hours – Adjustment to hours based upon exemptions listed in **Appendix 4.6**))/Business Hours) x 100%.

For purposes of the definition of AMP AMSS Availability, outage hours means time during which the AMP Production Environment is not available due to a Sev 1 Incident, subject to the following sentence. Should the RCA determine that remediation for the cause of the Sev 1 Incident is the responsibility of a team or organization other than the Oracle team providing AMSS pursuant to this Exhibit (e.g., the Oracle teams providing services, products or product support under a separate contract, or the County or a third-party engaged by the County), then the time during which the AMP Production Environment is unavailable due to the Incident shall not be included in outage hours for purposes of calculating AMP AMSS Availability.

7. “Business Hours” are the hours Los Angeles County Assessor (“LACA”) staff is working from Monday to Saturday 6:00 a.m. to 6:00 p.m. (Pacific time zone).
8. “Configuration Management (CM)” is a systems development and maintenance discipline that promotes the proper identification of configuration items, evaluation and control of changes to those items, and recording of the change implementation status.
9. "Critical Support Request" is a request initiated by the LACA Chief Information Officer (“CIO”), LACA Project Manager (“PM”), or the Service Delivery Manager (“SDM”) for either LACA or Oracle to increase the severity of a Non Sev 1 Incident to be treated as a Sev 1 Incident. Critical Support Requests will not qualify as Sev 1 Incidents resulting in SLCs.
10. “Defect” means a failure of the AMP application to operate according to its defined requirements and specifications.
11. “Deliverable Specifications” are with respect to a Deliverable, the descriptions and requirements for such deliverable specified in this **Exhibit A**, including, if applicable, **Appendix 3** hereto.
12. “Incident” means a Ticket for any of the following reasons raised by LACA in accordance with **Appendix 1** to this **Exhibit A - Flow Chart of Incident Ticket Management**: (i) an unplanned interruption to the AMP application or Supported Environments; (ii) reduction in the quality of the AMP application, or; (iii) the failure of the AMP application to operate in accordance with its specifications or other abnormal or unexpected operation of the AMP application.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

13. “Incident Management Services” are those AMSS, described in **Section I.E**, to be provided for the resolution of Incidents raised regarding the AMP application or the Supported Environments.
14. “Incident Ticket Resolution Activity” is the availability of staff to support incident resolution:
 - a. 24/7 resolution activity for Sev 1 Tickets.
 - b. 12/6 resolution activity for Sev 2 Tickets. AMSS to be provided on County business days (i.e., Monday to Saturday, except for LACA holidays), 6:00 a.m. to 6:00 p.m. (Pacific time zone).
 - c. 12/5 resolution activity for Sev 3 and Sev 4 Tickets. AMSS to be provided on County business days (i.e., Monday to Friday, except for LACA holidays), 6:00 a.m. to 6:00 p.m. (Pacific time zone).
15. “Infrastructure Management Services” are those Application Management Services, for maintenance of the Supported Environments, including testing, provision, configuration, optimization, support and maintenance, and capacity planning, described in **Section I.C**.
16. “Inquiry” means a request for assistance, information or advice relating to the use of the AMP application, system, or infrastructure, or the interpretation of documentation for the AMP application that is not related to an Incident, service request, or Proactive Ticket.
17. “LACA Network” means any network, provided by LACA, which Oracle uses to access the Supported Environments and AMP Application or which requires the coordination or permission of LACA.
18. “Maintenance Ticket” is a Ticket raised by Oracle as part of AMSS to cover maintenance work.
19. “Period of Services Coverage” is the period during which AMSS will be provided by Oracle (within the following hour/day per week coverage time periods):
 - a. 24/7 automated monitoring of the AMP application, system and infrastructure for the Supported Environments.
 - b. 24/7 operation of the AMSS Service Desk.
20. “Planned Maintenance Activities” are those regular activities required to maintain the AMP Application and Supported Environments. The activities will occur during the Planned Maintenance Windows and will be agreed in writing by the LACA SDM or LACA PM and the Oracle SDM or Oracle Operations Manager (“OM”).
21. “Planned Maintenance Window Hours” are those periods during the week when the AMSS team will perform planned maintenance on the AMP environments. The Supported Environments will be eligible for maintenance windows, planned two weeks in advance, within Business Hours and non-Business Hours, or as mutually agreed.
22. “Proactive Ticket” is a Ticket raised by Oracle as part of AMSS to address an issue identified as a result of proactive work and regular monitoring.
23. “Service Level Commitment” “Service Level Commitment” has the meaning given to such term in **Appendix 4.1 – Service Level Commitments for AMSS**.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

24. “Service Level Credits” (“SLC”) are credits available as LACA’s sole remedy in the event a Service Level Commitment is not achieved. Service Level Credits are calculated as a percentage of the net fees paid by LACA for the month under review. The availability of Service Level Credits for any failure to achieve a Service Level Commitment is as set forth in **Appendix 4 – Service Level Commitments for AMSS**.
25. "Service Requests" are Tickets raised by LACA or Oracle to request work or information.
26. “Severity Levels” for AMSS for Incidents are defined in the table below:

Table 1: Service Severity Levels Definitions

| Severity | AMSS Severity Level Definition |
|---------------------------------------|--|
| Sev 1 – Critical Business Impact | <p>Critical Business Impact is defined as any of the following:</p> <ul style="list-style-type: none"> • A critical, high-impact event representing a total outage of a core business system or service, affecting all or a significant number of users of that service and typically causing severe operational disruption, financial loss, or reputational damage. • The application or service is operating in a materially degraded status. • Non- Sev 1’s declared a Critical Support Request by the LACA CIO, LACA PM, LACA SDM or Oracle SDM will be treated as a Sev 1 temporarily. Service Level Commitments for Sev 1 Tickets or outages will not apply |
| Sev 2 – Significant Business Impact | <p>Significant Business Impact is defined as any of the following:</p> <ul style="list-style-type: none"> • Issues that affect primary business functions that impedes functioning of LACA. |
| Sev 3 – Some Business Impact | <p>Some Business Impact is defined as any of the following:</p> <ul style="list-style-type: none"> • The problem causes minor loss of service for the AMP application or its Supported Environments. • The impact is not desirable but livable. • There is a practical work around for the issue. |
| Sev 4 – Minimal to No Business Impact | <p>Minimal to No Business Impact is defined as any of the following:</p> <ul style="list-style-type: none"> • The problem causes no loss of the AMP or its Supported Environments. • Results in minor error or incorrect behavior. • Does not impede the operation of the system. |

27. “Supported Environments” means the following AMP environments hosted on LACA’s Oracle Cloud Infrastructure (OCI) tenancy(ies):
- a. The Production (“PROD”) and Disaster Recovery (“DR”) environments, which are collectively referred to herein as the “Supported Production Environments”.
 - b. The following non-production environments (collectively referred to herein as the “Supported Non-Production Environments”): the Development Environment (“ADEV”), Development Integration Test Environment 1 (“ATE1”), System Integration Test Environment 2 (“ATE2”), Development Integration Test Environment 3 (“ATE3”), System Integration Test Environment 4 (“ATE4”), Stage Environment 1 (STAGE) and Stage Environment 2 (“STAGE2”), which are collectively referred to herein as the “Supported SDLC Environments”, the

Production Support Test (“PSTST”), Production Support Development (“PSDEV”) and Training (“TRN”) environments.

- 28. “Third-party Vendors” are companies that You or LACA do business with that provide software or infrastructure to support AMP.
- 29. “Ticket” means a requirement for action loaded in the Services Portal. A Ticket can be an Incident, Maintenance, Inquiry, Service Request or a Proactive Ticket.

B. AMSS

1. Overview

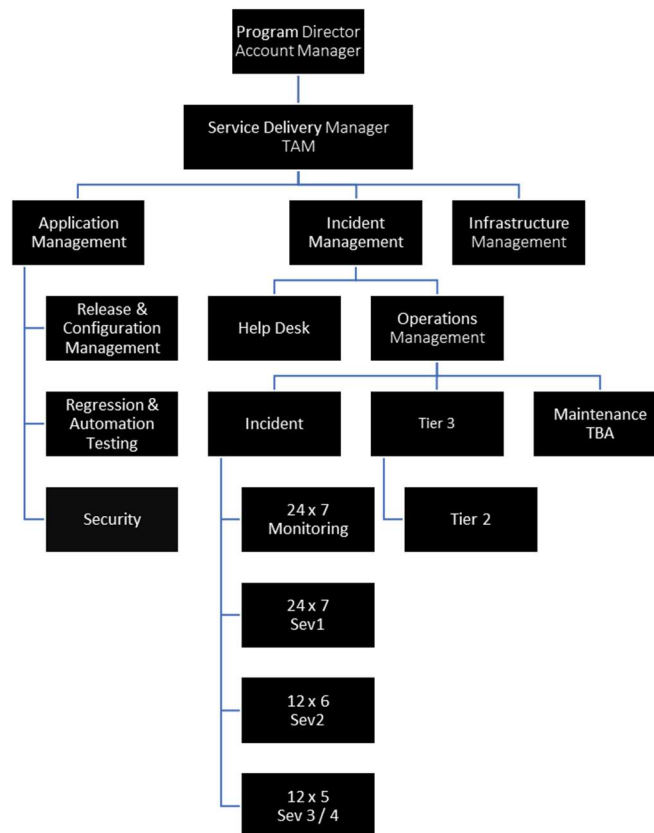
This Section describes the Application Management Support Services (“AMSS”) to be provided by Oracle. The AMSS performed by Oracle under this **Exhibit A** shall be for the purpose of providing the Deliverables listed in **Section III, Table 7** of this **Exhibit A**. Services herein comprise the following categories of service, in each case as further described in this subsection:

- a. Infrastructure Management Services;
- b. Application Management Services; and
- c. Incident Management Services.

2. Organization Chart

Anticipated organizational structure for AMSS delivery is as follows:

Figure 1: AMSS Organization Chart



3. AMSS Roles and Responsibilities

The roles and responsibilities in the execution of AMSS are shown below. To assist in resource planning Oracle will collaborate with LACA to prepare a Responsible Accountable Consulted Informed (“RACI”) Chart for AMSS, which may be added to this SOW for reference only via a Change Order.

Table 2: Functional Roles and Responsibilities for AMSS

| Functional Role | Responsibilities |
|--|--|
| Oracle AMSS Program Director / Account Manager | <ul style="list-style-type: none"> • Act as overseeing authority from Oracle regarding Deliverables, Service Level Commitments, escalations and other work to be provided to LACA. • Serve as Oracle primary point of contact for the Change Order Process management. • Establish and maintain an active line of communication with the LACA and Oracle Executive Sponsors. |
| Oracle Service Delivery Manager (Oracle SDM) / Technical Account Manager (TAM) | <ul style="list-style-type: none"> • Be accountable for the management of the AMSS to LACA. • Act as the single point of contact for LACA for AMSS and change management. • Set priorities and provides direction to the Oracle team to achieve the Service Level Commitments set forth in Appendix 4 – Service Level Commitments for AMSS of this Exhibit A. • Review and provide a recommendation on any change management request. • Coordinate with the LACA SDM and PMO/ Change Advisory Board team, for escalation matters and change management (e.g. RFC) processes. |
| Oracle Operations Manager (Oracle OM) | <ul style="list-style-type: none"> • Be responsible for management of the Oracle team in the execution of Incident Management within the scope of AMSS. • Coordinate with the Oracle SDM to set priorities and manage the workload of the Oracle Services Consultants. • Participate in each governance call together with the Oracle SDM and LACA PM and LACA SDM. • Alternate reviewer for the Oracle SDM of any change management requests. |
| Oracle Application Management Function | <ul style="list-style-type: none"> • Be responsible for Application Management Services supportive processes for the running of the AMP application in the Supported Production Environments (e.g. batch jobs, data feeds, updates, upgrades and releases). • Leads AMSS activities related to the maintenance, capacity planning, Configuration Management, and optimization of performance and availability of the AMP Application in the Supported Production environment. • Leads automation team for automation of continuous regression, performance, and operational testing as mutually agreed. • Leads release management and configuration management team working on releases and automation of deployment, implementation of CI/CD and automated configuration tasks (as mutually agreed with the LACA PM). • Be responsible for the promotion of AMP application code into the AMP application. • Coordinates with the Oracle SDM to set priorities and manage the workload of the Oracle Services Consultants. |

| Functional Role | Responsibilities |
|---|---|
| Oracle Infrastructure Management Function | <ul style="list-style-type: none"> • Leads AMSS activities related to maintenance, capacity planning, Configuration Management, performance optimization and high availability of the Supported Environments. • Coordinates with the Oracle SDM to set priorities and manage the workload of the Oracle Services Consultants. |
| Oracle Service Consultant | <ul style="list-style-type: none"> • Provides, at the direction of the respective Oracle OM, the services, as described and further detailed in the relevant subsections of this Section I. |

C. Provide Infrastructure Management Services

1. Infrastructure Management Services

Oracle will:

- a. Perform the following activities related to maintenance of the Supported Environments:
 - i. Test, provision, configure, optimize, support, monitor and maintain the Supported Environments, and conduct cloud infrastructure capacity planning.
 - ii. Maintain the common collective services which are required for the Supported Environments.
 - iii. Review and update quarterly the list of software included in **Section II.C Table 6 – List of AMP Associated Software**. Replacements of listed software will be assessed for impact by and will be documented and agreed through the Change Order Process by both parties.
 - iv. Provide software maintenance services as follows for the Oracle software (on-premise programs or SaaS) listed in **Table 6 – List of AMP Associated Software**: for Monitor, proactively, for major releases, minor releases, patches, and maintenance updates.
 - v. Provide LACA with a quarterly documented upgrade roadmap identifying all applicable updates, including: technical product and infrastructure dependencies, risks and recommended prioritization and timelines.
 - vi. Maintain the software within one major or one minor release behind the current general availability (GA), or as agreed during the quarterly review.
- b. Support vulnerability assessments by conducting the following tasks:
 - i. Coordinate vulnerability assessments of the Supported Environments with LA County ISD.
 - ii. Conduct scans independent of LA County ISD.
 - iii. Assign priorities for vulnerability mitigation.
 - iv. Mitigate identified vulnerabilities by applying patches and updates as mutually agreed.
- c. Perform the following tasks relating to implementation of infrastructure improvements:

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

- i. Review the infrastructure and document areas of potential improvement in performance, availability and capacity.
 - ii. Provide input on infrastructure improvements.
 - iii. Test infrastructure improvements.
 - iv. Implement infrastructure improvements in Supported Environments in consultation with the LACA Service Delivery Manager.
 - v. Maintain a catalog of implemented and rejected infrastructure improvements including metrics detailing the associated improvement and impact.
- d. Provide patching support of Oracle products listed in **Table 6 – AMP Associated Software**, as follows:
- i. Apply patches released to address an application/product defect fix.
 - ii. Apply other patches per the Oracle Critical Patch Update /Patch Set Update (CPU/PSU) policy (subject to any modifications mutually agreed to by LACA and Oracle, the “Patch Policy”).
- e. Provide Proactive Monitoring of the AMP Application and Supported Production Environments based upon the table in **Appendix 6– Proactive Monitoring**.
- f. Perform the following:
- i. Update the operational runbook which was maintained by Oracle under **I.E** of the Prior Support Agreement (the “Operational Runbook”) to reflect operational procedures for delivery of the AMSS as mutually agreed.
 - ii. Update the Business Continuity Plan described in **Section I.E** of the Prior Support Agreement (the “Business Continuity Plan”) as mutually agreed.
 - iii. Update the Service Delivery Strategy described in **Section I.E** of the Prior Support Agreement (the “Service Delivery Strategy”) as mutually agreed.
 - iv. Execute PROD failover to DR under the conditions, and in accordance with the process, delineated in the Operational Runbook and Business Continuity Plan.
 - v. Execute DR failback to the PROD Environment as mutually agreed.
 - vi. Conduct DR failover/failback testing and DR Environment testing for each major AMP development release, if required.
 - vii. Conduct semi-annual DR failover/failback rehearsal testing, if mutually agreed.
 - viii. Provide such other services as defined in the Business Continuity Plan.
 - ix. Provide coordination of any maintenance and support requests relating to any OCI cloud services purchased by LACA under a separate agreement with Oracle.
 - x. Conduct testing activities for the AMP application in accordance with the Operational Runbook and the Service Delivery Strategy.
 - xi. Conduct quarterly usage review with LACA SDM and mutually agree on strategies for utilization of more of the functionality of Oracle Enterprise Manager (“OEM”) and OCI Observability & Management (“O&M”).
 - xii. Execute mutually agreed strategies for expansion of usage of OEM and OCI O&M.
 - xiii. Validate OEM and OCI O&M custom scripts delivered by the AMP development team.

- xiv. Apply the validated scripts into OEM and OCI O&M to support custom notification and alerts.
- xv. Provide input regarding the impact of requested changes on use of product licenses.

D. Provide Application Management Services

1. Application Management Services Overview

Application Management Services will consist of the following, in each case as described in more detail below:

- AMP application services
- Release management services
- Configuration management services
- Automated regression testing services
- Other testing support
- Deployment planning
- Upgrade planning
- Security architecture support

Oracle will:

- a. Provide AMP application services (services related to the maintenance, capacity planning, Configuration Management, and optimization of performance and availability to AMP application users in the Supported Production Environments) as follows:
 - i. Maintain a catalog of any improvements that are implemented or rejected in the course of providing the AMSS, including metrics detailing the associated expected/actual improvement and impact where available.
 - ii. Engage with LACA development teams to support improvements in AMP software development by providing the services listed in items b. through e. below.
 - iii. Participate in an annual technology refresh review.
- b. Provide Release Management
 - i. Conduct coordination planning with LACA for the purpose of minimizing disruption to AMP Application users to maximize AMP application and environment uptime.
 - ii. Manage and deploy application releases and hot fixes provided by LACA across the Supported Environments.
 - iii. Coordinate with LACA to execute pre-cutover configurations and data backup during cutover to the Supported Environments.
 - iv. Coordinate with LACA to provide post cutover checks.
 - v. Coordinate with LACA to determine the timeline for promotion of code between Supported Environments.
 - vi. Synchronize tasks between the Supported Environments including but not limited to application and infrastructure configurations, VM and DB restore / Data refresh.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

- vii. Maintain application versions across the environments.
- viii. Implement hot fixes maintenance.
- ix. Maintain a catalogue of any process improvements for release management that are implemented or rejected in the course of providing the AMSS including metrics detailing the associated expected/actual improvement and impact.
- c. Provide Configuration Management
 - i. Identify configuration items, evaluate and control changes to those items, and record the change implementation status.
- d. Provide Automated Regression and Performance Testing in Supported Environments as mutually agreed limited to and reported for 440 person days of effort per contract year. (A “person day” is defined as one (1) person working for up to eight (8) hours, which need not be continuous.)
 - i. Develop and maintain automated regression testing scripts.
 - ii. Perform automated regression tests.
 - iii. Develop and maintain performance testing scripts.
 - iv. Perform performance tests.
- e. Provide Other Testing Support
 - i. Support manual regression testing from Assessor.
 - ii. Conduct performance and capacity testing.
 - iii. Based upon the results of the performance and capacity testing, outline identified areas for infrastructure, configuration and code improvements for consultation with LACA.
 - iv. Support the verification testing of improvements provided by LACA prior to promotion of agreed changes to the Supported Production Environment.
 - v. Provide standard SonarQube output reports on AMP application code as mutually agreed.
- f. Conduct pro-active monitoring of key application setup parameters
 - i. Provide OEM/O&M application monitoring parameter setups.
 - ii. Conduct ad-hoc monitoring of applications.
 - iii. Conduct OEM/O&M/ESD monitoring.
- g. Provide deployment activities for LACA-developed code releases
 - i. Conduct deployment planning for the Supported Production Environments.
 - ii. Conduct deployment Request for Change (“RFC”) development for the Supported Production Environments.
 - iii. Provide RFC’s for deployment approval.
 - iv. Support sprint deployment planning in the Supported Non-Production Environments.
 - v. Provide regression and performance testing deployment in agreed environments.
- h. Provide upgrade support for Oracle products listed in **Table 6 – AMP Associated Software**

- i. Create, test and validate a runbook to apply upgrades including any work necessary to the associated AMP Application.
 - ii. Implement upgrades using validated runbook.
 - iii. Provide testing for product upgrades.
- i. Provide Security Services by mutual agreement
 - i. Provide support to implement changes to the security architecture.
 - ii. Execute yearly activities as a result of auditing of users/roles (if applicable).
 - iii. Provide security architecture.
 - iv. Provide production and non-production security support and defect remediation by applying patches and updates as recommended by Oracle product support.
 - v. Perform design and implementation of new security initiatives and enhancements, based upon a mutually agreed annual plan.
- j. Provide proactive monitoring of the application and related environments as described in **Appendix 6 – Proactive Monitoring**.
- k. Provide standard SonarQube output reports on AMP application code.

E. Provide Incident Management Services

1. Incident Management Services

Oracle will:

- a. Operate the AMSS Service Desk.
- b. Receive and respond to all Tickets reported to or identified in accordance with **Appendix 1 – Flow Chart of Incident Ticket Management**.
- c. Manage and track Tickets, and the response and resolution in accordance with this **Section I**.
- d. Provide reports related to, in accordance with **Table 3: AMSS Reports**.
- e. Provide LACA with the ability to review the status of Tickets online through the Service Portal.
- f. Provide the reports listed in **Table 3** as part of the AMSS.

Table 3: AMSS Reports

| Report | Frequency | Purpose |
|----------------|------------------|--|
| Weekly Status | Weekly | Report activities and the actions to be taken on both outstanding and closed Tickets within the reporting week. |
| Monthly Status | Monthly | A summary report of the activities provided during the previous month that documents Service Level Commitment compliance, identifies each Service Level Commitment not met (if any) and the Service Level Credit balance, FAQ update and a summary of updated Exhibit A deliverables (if any). Content will be as per Appendix 3 . |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Report | Frequency | Purpose |
|---------------------------|-----------|--|
| Quarterly Review | Quarterly | A report of Ticket metrics, accomplishments, future AMSS plans and action items. |
| Annual Review | Annual | Summary report of accomplishments, areas for improvement and future AMP plans and action items. |
| Root Cause Analysis (RCA) | Ad Hoc | <ul style="list-style-type: none"> • Provide a detailed RCA for every Sev 1 incident. • Provide a RCA (simplified format) as part of ticket closure for Sev 2/3/4 upon the resolution of every Incident. |

- g. Address Tickets that are created and assigned to AMS through the Ticket process, as described in **Table 4 – Ticket Process and Assignment** of this **Exhibit A**.
- h. Provide reactive patching in the case of defects and/or potential security issues.
- i. Address Tickets from automated monitoring alerts and notifications.
- j. Accept ad-hoc Service Requests, as mutually agreed.

2. AMSS Help Desk Operations

Oracle will establish, maintain and operate the AMSS Help Desk. As part of the AMSS Help Desk operational activities, Oracle will perform the following functions:

- a. Receive Tickets regarding Incidents via the AMSS Portal, telephone or email.
- b. Log and track Tickets.
- c. Provide the response and/or the resolution to closure in the AMSS Ticket system.
- d. Determine if a Ticket falls within the scope of the AMSS as defined in this **Exhibit A**.
- e. Return to the Ticket reporter any Tickets that do not fall within the scope of AMSS.
- f. Coordinate with the Oracle OM for resolution of those Tickets that do fall within the scope of AMSS.
- g. Create and maintain a knowledge base with respect to Tickets and the resolution, which may be accessed by ITB Help Desk.
- h. Create and maintain a Frequently Asked Questions (FAQ) list, which may be accessed by AMP Portal users.
- i. Oracle will operate the AMSS Help Desk twenty-four (24) hours per day, seven (7) days per week. Access to the AMSS Help Desk will be limited to parties shown in **Appendix 1 – Flow Chart of Incident Ticket Management**.

3. Incident Severity Definition

In order to define the urgency of an identified Incident, the individual reporting an Incident will be required to assign a Severity Level based on the criteria set forth in **Table 1: Service Severity Levels Definitions** in **Section I.A**.

As part of the monthly review process, the Oracle SDM will review with both the LACA PM and LACA SDM Incidents that were reported at a specified Severity Level that did not meet the criteria for that Severity Level defined in **Section I.A** and in **Appendix 4 – Service Level Commitments for AMSS**. This review will be used to determine whether an

adjustment to any Service Level Credits claimed by LACA is appropriate as a result of such inaccurate reporting of Severity Levels.

4. Provide Incident Identification Process

The Ticket logging process is segregated into two (2) parts: Sev 1 and Sev 2 Tickets; and Sev 3 and Sev 4 Tickets. The process for creating a Ticket is shown in **Appendix 1 – Flow Chart of Incident Ticket Management**, and in the table below. In the event of a conflict, **Table 4** below takes precedence over **Appendix 1 – Flow Chart of Incident Ticket Management**:

Table 4: Ticket Process and Assignment:

| | Sev 1 and Sev 2 | Sev 3 and Sev 4 |
|--|---|--|
| LACA logging of a Ticket by authorized users as identified in Appendix 1 – Flow Chart of Incident Ticket Management | Use one (1) of three (3) ways to log a Ticket: <ul style="list-style-type: none"> • Contact, via telephone, the AMSS Help Desk. • Contact, via email, the AMSS Help Desk. • Ticket logging through Service portal. | Use one (1) of two (2) ways to log a Ticket: <ul style="list-style-type: none"> • Contact, via email, the AMSS Help Desk. • Ticket logging through Service portal. |
| Oracle Service Consultant resource assignment | Oracle Service Consultant will receive and acknowledge the Ticket from LACA. If the Sev 1 or Sev 2 Ticket has not been routed through the SDM, the Oracle AMSS Consultant will inform the Oracle SDM, who will process the Ticket to resolution. Oracle Service Consultant will assign the Ticket to the AMSS team to work on the Ticket to resolution. | Oracle Service Consultant will receive and acknowledge the Ticket from LACA. Oracle Service Consultant will assign the Ticket to the AMSS team to work on the Ticket to resolution. |

5. AMSS Execution / Remediation Processes

The Oracle Service Consultant, upon receiving the Ticket, will perform the following:

- a. Validate the Ticket content which may include gathering additional relevant information.
- b. Perform triage and troubleshooting of the Ticket.
- c. Review the severity level assigned, and if appropriate recommend a change to the Ticket creator. If LACA disagrees with the change, the Ticket creator and Oracle SDM shall discuss and mutually agree to the severity level to be assigned to the Ticket.
- d. Address the Ticket.
- e. Update the Portal with ticket information and status.
- f. Conduct analysis. If the content of the Ticket falls outside of the scope of the AMSS, the Oracle Service Consultant will return the Ticket to the Ticket creator. If LACA disagrees with such evaluation, the Oracle SDM and the LACA SDM/LACA PM shall discuss and mutually agree on the same.
- g. Provide a Ticket closure, upon resolution of the issue. The format and method for communication is defined in the Service Delivery Strategy. If the Ticket is Sev 3/4, a simplified RCA report will be used.
- h. Close the Ticket in accordance with the criteria for Ticket closures set forth in **Section I.E.8**.

- i. For either a Sev 1 or Sev 2 Ticket:
 - i. Assign a single point of contact (“SPOC”), who will monitor and manage the Ticket to resolution. The Oracle SDM will be the SPOC if available.
 - ii. Work closely with all stakeholders for resolution of the Ticket.
 - iii. Open a Proactive Ticket to track the completion of the RCA.
 - iv. Complete a detailed RCA report for the Ticket as part of the Ticket closure. A sample Table of Contents for an RCA report is provided in **Appendix 3 - Deliverable Expectations**.
 - v. Update the Ticket analysis data, including preventive information in the Oracle Service Cloud and Service Portal. The Oracle team will use the custom template provided by LACA for RCA details.
- j. If an Incident for a defect is submitted and remediation of the code is not within Oracle’s obligations under a separate services agreement between You and Oracle, Oracle will create an entry in the defect tracking system and assign to the LACA SDM.
- k. If an Incident for a defect is submitted and remediation of the code is within the scope of Oracle’s obligations under a separate services agreement between You and Oracle, Oracle will create a ticket and assign the ticket, if available, to the separate issue manager under a separate agreement.

6. Incident Related to an Oracle Product or License

- a. In the event the Ticket contains an Incident related to an Oracle product or license, the Oracle Service Consultant shall perform the following:
 - i. Validate the ticket content which may include gathering additional relevant information.
 - ii. Create a ticket with My Oracle Support (“MOS”) for each Incident on behalf of LACA utilizing LACA’s customer support identifier for the technical support purchased by LACA under a separate agreement.
 - iii. Lead the coordination with MOS according to standards set forth by MOS / Oracle product team (i.e., the team providing any technical support or other support purchased separately and provided by Oracle to LACA under separate agreement).
 - iv. Apply, test and validate the break-fix patches or upgrade provided by MOS / Oracle product team.
 - v. Coordinate with LACA in LACA’s performance of end user acceptance testing.
 - vi. Coordinate with LACA in Oracle performance of automated regression testing for patches or upgrade provided by MOS / Oracle product team.
 - vii. Provide data fixes and any generic fixes received from MOS / Oracle product team.

7. Ticket Management

The Oracle Service Consultant will work on an open ticket for Oracle AMSS until the ticket is either closed in accordance with the criteria for ticket closures set forth below, or transferred to another organization (e.g. Oracle product or service team providing services under a separate contract or ISD), in which event Oracle Service Consultant will continue to be actively engaged until the ticket is closed.

8. Criteria for Ticket Closures

A Ticket is deemed resolved when any of the following occurs:

- a. The underlying problem cause is identified and resolved and the LACA user confirms such resolution via email or the portal.
- b. LACA and Oracle mutually agree to close the Ticket.
- c. The LACA ticket owner does not respond to a Ticket via the AMSS Portal or e-mail for five (5) business days after an AMSS verified solution is provided and notification has been sent to the ticket owner. The last reminder will copy the LACA PM and LACA SDM.
- d. The LACA ticket owner does not respond to a request for additional information on the Ticket for a period of five (5) business days.

F. Deliverables

AMSS performed by Oracle under this Exhibit A during the Base Period (as defined below) shall be for the purpose of providing the Deliverables listed on **Table 7**.

AMSS provided during the First Renewal Year are for the purposes of providing the Deliverables in **Table 8**. Oracle shall not provide such Deliverables unless the parties mutually agree to amend the Agreement and this Exhibit to extend AMSS for the First Renewal Year as described in **Section II.C.4** below.

AMSS provided during the Second Renewal Year are for the purposes of providing the Deliverables in **Table 9**. Oracle shall not provide such Deliverables unless the parties mutually agree to amend the Agreement and this Exhibit to extend AMSS for the First and Second Renewal Years as described in **Section II.C.4** below.

G. Criteria for Acceptance of Deliverables

1. All Deliverables, along with their estimated months of delivery, are specified in **Exhibit A Section III**. Sample Tables of Contents for certain Deliverables are shown in **Exhibit A Appendix 3 – Deliverable Expectations**. The acceptance criteria for document Deliverables are the document conforms to the Deliverable Specifications; and the information is current as of the date specified for that Deliverable (either the date on the first page of the document or the date of coverage specified in the title of the document as appropriate).
2. Upon completion of any Deliverable set forth in **Section III of this Exhibit A**, Oracle shall provide a copy thereof to LACA. At such time, if LACA requests, Oracle will demonstrate to LACA that the Deliverable meets the acceptance criteria specified in **Appendix 3 – Deliverable Expectations**. With respect to each Deliverable submitted by Oracle to LACA pursuant to the terms of the Agreement and this Exhibit, LACA shall have ten (10) business days (the “Acceptance Period”) to provide Oracle with written notice that LACA either accepts or rejects such Deliverable. The sole basis for rejection shall be a failure of the Deliverable to conform to the acceptance criteria in all material respects. If such Deliverable is rejected, LACA will specify the deficiencies in reasonable detail. Oracle shall use all reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit such Deliverable for LACA’s review and testing as set forth above. Upon accepting any Deliverable submitted by Oracle, LACA shall provide Oracle with written acceptance of such Deliverable. However, if LACA fails to provide written notice of

any deficiencies within the Acceptance Period, as provided above, such Deliverables shall be deemed accepted at the end of the Acceptance Period.

H. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

I. Services Privacy/Services Security Assumptions

In performing the Services under this **Exhibit A**, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.Oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.Oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this **Exhibit A** and the Agreement.

II. Your Obligations and AMSS Assumptions

You acknowledge that Your timely provision of, and reasonable access to, office accommodations, facilities, equipment, assistance, cooperation, complete and materially accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any services as set forth in this Statement of Work. Oracle will not be responsible for any deficiency in performing services to the extent such deficiency results from Your failure to provide reasonable cooperation; provided however, that Oracle acknowledges its duty to endeavor reasonably to mitigate the effects of any such failures so as to avoid deficiencies.

Oracle shall notify You in writing if Oracle believes that you have failed to complete any task(s), assumptions or obligations that may affect Oracle's performance under this **Exhibit** and shall specify in such notice in reasonable detail the facts establishing such failure and the manner in and extent to which Oracle believes Oracle's performance is being or shall be affected thereby. If you have not cured any such failure within ten (10) business days of the date of such notice, and Your failure to meet the obligations and assumptions listed in this **Exhibit** or provide reasonable cooperation result in an increase of Oracle costs or Oracle's inability to provide the Services, Oracle may propose for Your review and approval, a change order for a modification of the scope of services or fees payable under this **Exhibit A** to reflect such increase. Any such change order to modify fees shall, unless otherwise agreed, be for a fixed increase in the agreed fixed price.

If you do not review and approve the change order within ten (10) days after Your receipt thereof, Oracle may terminate its performance of the and invoice for any previously unbilled services

performed through the date of termination. Transition to termination will occur over a six (6) month period, during which Oracle will use commercially reasonable efforts to continue to provide the AMSS. You shall continue to pay Oracle for the AMSS and Deliverables provided during the transition period in the amounts set forth in **Tables 7-9** of **Section III.A** of this Exhibit.

You acknowledge that Oracle's ability to perform the AMSS depends upon Your fulfillment of Your obligations and the project assumptions set forth in this Exhibit.

A. Your General Obligations

1. If the AMSS are provided in an Oracle hosted cloud environment or are otherwise related to Cloud Services, obtain the Cloud Services under separate contract prior to the commencement of under this **Exhibit A** and maintain such Cloud Services for the duration of the AMSS provided under this **Exhibit A**.
2. If Oracle provides You with access to a third-party tool (software or cloud service) to facilitate collaboration between You and Oracle related to the Services ("Third-party Collaboration Tool"), You agree to comply with the applicable terms found here <https://www.Oracle.com/a/ocom/docs/corporate/ocs-third-party-tools.pdf>. Such applicable terms shall become binding upon You upon any use by You of the corresponding Third-Party Collaboration Tool.
3. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of AMSS.
4. Provide, for all Oracle resources performing AMSS at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing AMSS in the workspace, and ergonomically correct workstations).
5. Provide any notices and obtain any consents or third-party licenses, required for Oracle to perform AMSS.
6. Limit Oracle's access to any production environments or shared development environments or data to the extent necessary for Oracle to perform AMSS.
7. If AMSS are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such AMSS, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of AMSS and maintaining them for the duration of the AMSS (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote AMSS. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

8. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
9. Provide Oracle with test accounts as required to do any testing on the Supported Environments.
10. If, while performing AMSS, 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.
11. Provide Oracle with a written notice of any desired change in the established work schedule at least forty-eight (48) hours prior to the date You desire such change to be implemented.
12. Provide Oracle with a written notice of any desired change in the established work location at least forty-eight (48) hours prior to the date You desire such location change to be implemented.
13. Provide Oracle access to data structures, documentation, applications, repositories, databases, and artifacts as required by Oracle to support the performance of services.
14. 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.
15. Provide and maintain user accounts for, and access to, a virtual private network ("VPN") for the Oracle team members, including but not limited to, Oracle's onsite and remote resources for Oracle team member support for the execution of AMSS. VPN access will be granted to Oracle resources based on mutual agreement.
16. Provide twenty-four (24) hour remote VPN access to all environments, as mutually agreed, associated with the services, with no outage longer than twelve (12) hours during business hours.
17. Provide licenses and access to Your and/or Los Angeles County Internal Services Department ("ISD") Systems, Networks and Environments as required to provide AMSS.
18. Provide licenses for LACA requested third-party software for use by AMSS e.g. JIRA and SonarQube. See **Table 6 – List of AMP Associated Software**.
19. Triage service Tickets to the Environments within the scope of to the AMSS Help Desk in accordance with **Appendix 1 – Flow Chart of Incident Ticket Management**.
20. Purchase under separate agreement and maintain throughout the term of the AMSS, licenses and annual technical support for the Oracle products with access to software patches and updates made available by Oracle and provide Oracle Service Consultants with access to the Customer Support Identifier.
21. Provide Oracle AMSS with communication and access to the relevant LACA functional, technical and business resources with adequate skills and knowledge to support the performance of AMSS in accordance with **Appendix 1 – Flow Chart of Incident Ticket Management**.

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

22. Manage the Identity and Access Management aspects related to User role and access.
23. Conduct training for LACA Service Desk users (as shown in **Appendix 1 – Flow Chart of Incident Ticket Management**) on the process for submitting Tickets, including the Severity levels.
24. Provide an initial list of Third-Party Vendors and update the list as changes occur.
25. Provide a baseline of certified licenses along with the total number of licenses available.
26. Prior to AMSS implementation of a change to the environment resulting in use of additional Oracle product licenses, review and approve the change.
27. Provide, within ten (10) days after execution of the Agreement, the identity by name of the person assigned to each of the following roles:
 - a. LACA Project Manager;
 - b. LACA SDM;
 - c. LACA ITB Help Desk Lead;
 - d. ISD Tier 2 Lead;
 - e. LACA Tier 2 Lead; and
 - f. LACA ITB DevOps Product Support Development Team Lead.
28. Assign staff to meet these roles:

Table 5: LACA staffing requirements

| Role | Responsibilities |
|---|---|
| LACA Project Manager (LACA PM) | <ol style="list-style-type: none"> 1. Act as overseeing authority from LACA to approve the Deliverables, Service Level Commitments, and work provided by Oracle. 2. Review and provide a recommendation on any change management request. 3. Serve as primary point of contact between Oracle SDM, LACA SDM and PMO/ Change Advisory Board team, for escalation matters and change management (e.g. RFC) processes. 4. Coordinate with Oracle AMSS Program Director (“PD”) and SDM and LACA SDM, as needed. |
| LACA Information Technology Branch (“ITB”) Help Desk Support Lead | <ol style="list-style-type: none"> 1. Lead the ITB staff to conduct Infrastructure Technology Service Management (“ITSM”) Tier 1 triaging and basic troubleshooting of Tickets from LACA created in LACA’s Tier 1 incident management system (e.g. Cherwell). See Appendix 1 to this Exhibit A – Flow Chart of Incident Ticket Management for Tier structure. 2. Review whether a Ticket belongs to environments within the scope of the AMSS; and if it does, reroute/reassign it to AMSS. |
| Los Angeles County Internal Services Department (“ISD”) Tier 2 Lead | <ol style="list-style-type: none"> 1. Lead the ISD technical administration staff to supplement Oracle, to provide ITSM Tier 2 support on Infrastructure/Fusion Middleware/Database (“DB”) triage/troubleshooting for AMP system/application code that falls outside of AMSS scope. 2. Support triaging any ISD specific infrastructure/network issue. 3. Coordinate with Oracle SDM, as needed. |

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

| Role | Responsibilities |
|---|---|
| LACA Tier 2 Lead | <ol style="list-style-type: none"> 1. Lead the LACA ITB Development Operations (“DevOps”) technical administration staff to supplement Services, to provide ITSM Tier 2 support on Security/Infrastructure/DB triage/troubleshooting for AMP application code. 2. Support triaging any LACA specific infrastructure/network issue. 3. Coordinate with Oracle SDM, as needed. |
| LACA ITB DevOps Product Support Development Team Lead | <ol style="list-style-type: none"> 1. Provide ITSM Tier 3 support to triage and fix AMP application code defects. 2. Coordinate with Oracle SDM, as needed. |
| LACA Service Delivery Manager (LACA SDM) | <ol style="list-style-type: none"> 1. Act as the first point of escalation for delivery of AMSS. 2. Coordinate with the Oracle SDM regarding execution of AMSS. 3. Monitor the execution of the AMSS team and performance against Service Level Commitments. |
| LACA Release Manager (LACA RM) | <ol style="list-style-type: none"> 1. Coordinate with the Oracle AMSS Release & Configuration Manager (“Oracle RM”) for the promotion of AMP code. 2. Coordinate with the Oracle SDM and Oracle RM for deployment cutover activities. |
| LACA AMP application users | <ol style="list-style-type: none"> 1. Leverage self-service tools to conduct initial simple troubleshooting of an AMP issue. 2. If unable to resolve, report issues using the procedures defined in Section I.E - Incident Management Services. |

29. Oracle is not responsible for adverse impact to the AMSS arising from LA County concurrently scheduled projects or initiatives.
30. 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 AMSS.
31. Provide the necessary and appropriate data (e.g., test data, configuration data, etc.) required by Oracle to support the performance of AMSS.
32. Provide access to the libraries necessary to perform the AMSS (e.g., code), including merging of the libraries (e.g., code path changes), and migrating of libraries (e.g., code path) between all environments.
33. Be responsible for AMP application code defect fixes and code enhancements as required.
34. Support deployments as required.
35. Be responsible for reconstruction / restoration of any lost or altered files, data, and programs except as set forth in **Section II.C.14** for the Supported Environments.
36. Be responsible for the installation, configuration, maintenance, and management of any and all third-party products except as set forth in **Section II.C.14** for the Supported Environments.

B. Your Application Management Support Services Obligations

1. Designate an executive sponsor who shall represent You during the performance of AMSS, ensure performance of Your responsibilities under this **Exhibit A**, establish and maintain an active line of communication with the Oracle Executive Sponsor or Oracle

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

AMSS Program Director during the performance of the AMSS, both on an informal basis and in a formal steering committee capacity, and make timely decisions on Your behalf on all relevant issues.

2. Designate a Project Manager who shall:
 - a. Have the authority to approve AMSS on Your behalf;
 - b. Oversee and ensure Your performance of the obligations You are tasked with during the performance of AMSS;
 - c. Work directly with the Oracle SDM, who has the sole right to exercise direct control and supervision over the work assignments of Oracle resources, to support the performance of AMSS;
 - d. Work with the Oracle AMSS Program Director for inquiries related to AMSS;
 - e. Review and recommend approval for RFCs before changes are made to PROD; and
 - f. Review and provide sign off on the PROD once the smoke tests are completed.
3. Conduct AMSS with Oracle according to the Service Delivery Strategy.
4. The turnaround time for multiple deliverables submitted at one (1) time may be mutually agreed upon by both parties. Both parties agree to review and assess the adjusted turnaround time and its impact to AMSS execution.
5. Establish a committee (the “Executive Steering Committee”) to meet on a regular agreed cadence or for major activities in AMSS as set forth in the Service Delivery Strategy, or when determined necessary by the Executive Steering Committee to review process and resolve issues. Ensure that Your executive sponsor is a member of the Executive Steering Committee.
6. Establish a board (the “Change Advisory Board”) to meet on a regular agreed cadence or for major activities in AMSS as set forth in the Service Delivery Strategy.
7. Distribute AMSS documentation or correspondence to Your stakeholders not directly involved with AMSS.
8. Utilize the defined Oracle issue resolution process in the Service Delivery Strategy.
9. Your SDM/PM and Oracle’s SDM/PD will work together to revise, by mutual agreement, the Service Delivery Strategy.
10. Be responsible for the contractual relationships with third-party contractors and for directing such third parties to fully cooperate with the AMSS team, as and when required by Oracle.

C. General AMSS Assumptions

1. Oracle standard documentation format will be used for any documentation prepared and/or delivered during the performance of the AMSS.
2. Headquarters will be at 500 West Temple Street, Los Angeles, California, however AMSS will be performed both onsite and offsite including outside of the Los Angeles area and outside of County facilities.
3. Timeline/duration for AMSS is an initial period of 36 months, beginning on June 10, 2026 and ending on May 31, 2029 (the “Base Period”). Upon the expiration of

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

the Base Period, the parties may agree to extend the duration of the AMSS for an additional twelve (12) month period (the “First Renewal Year”) by written amendment to the Agreement and this Exhibit A, for a total of forty-eight (48) months. Upon the expiration of the First Renewal Year, if any, the parties may agree to extend duration of the AMSS will be extended for an additional twelve (12) month period (the “Second Renewal Year”), by written amendment to the Agreement and this Exhibit A. If the parties desire to enter into an amendment to extend for the First Renewal Year or the Second Renewal Year, the parties will use good faith efforts to enter into such amendment at least six (6) months prior to the end of the Base Period (in the case of an extension for the First Renewal Year) or the First Renewal Year (in the case of the Second Renewal Year).

4. All functionality will be created using U.S. English only.
5. All monetary values will use US Dollars.
6. Oracle will make commercially reasonable efforts to provide You publicly available reference architecture/blueprints for Oracle’s technologies, as requested.
7. Final versions of software to be installed will be reviewed with Oracle before software installation.
8. The environments will be hosted on Oracle Cloud Infrastructure (“OCI”) for the duration of AMSS under this **Exhibit A**.
9. Oracle will use the Information Technology Infrastructure Library (“ITIL”) methodology and Infrastructure Technology Service Management (“ITSM”) framework as the basis for AMSS.
10. Service Level Credits will not be available for any failure to meet Service Level Commitments caused by the LACA and/or ISD Network.
11. Oracle will coordinate and share information with LACA, including operational runbook and other items, as mutually agreed.
12. Oracle is not responsible for the performance of the servers, networks, or other hardware elements provided by the County or its third-party contractors.
13. Oracle will use the following software products to provide Services for the Supported Environments. Oracle’s responsibility for software maintenance services is limited to Oracle software listed below in **Table 6 – List of AMP Associated Software**, and patching and configuration of non-Oracle software below in **Table 6 – List of AMP Associated Software**:

Table 6: List of AMP Associated Software

| Software Products | Software Function |
|--|----------------------------|
| Oracle JET, ADF, WCP, APEX | UI |
| SOA, OSB, ESS, REST API services, Microservices, OIC | Application Integration |
| BPM | Process |
| ExaCS, ATP, ADB, DBCS, ORDS, ADW, MS SQL Server | Database, Data Warehouse |
| ODI, OGG, Veridata | Data Integration/Migration |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Software Products | Software Function |
|---|--|
| BIP, APEX, OAC, OAS | Reporting |
| OPA, OBR, Custom JAVA/PLSQL | Rules |
| IDM Security: OIM, OAM, OUD, IDCS/OCI-IAM DB Security: TDE, DB local file wallet, AVDF, DBV, Data Safe, CSR App, OAPIGW/OAG, LUAO App Security: OWSM, OAuth, OCI Vault Service API Security: API Gateway | Security |
| WCC, IBR, Captiva, custom MS .NET tools | Content |
| OEM (and mgmt. packs), OCI O&M, ESD | Infrastructure Management/Monitoring |
| OCI, OHS, FastConnect, LBaaS, DNS, FSS, F5 LB, Weblogic Server, Block Storage, Object Storage | Cloud Infrastructure |
| OATS, OpenScripts, Selenium, SOAPUI, JMeter/Blazemeter, JIRA-plugins (e.g. Zephyr) | Testing |
| GIT, Ant, Maven, Jenkins, Archiva, Groovy scripts, Ansible, Terraform, OJAF, DevCS, Kubernetes/Docker, SonarQube, WLST, custom DevOps scripts/tools | DevOps Toolset |
| Axure, Oracle Cloud UX Manager | UI Design |
| Sharepoint, JIRA | Requirements Tracking |
| Service Portal, ServiceNow/JIRA-SM | Defect Tracking, Incident Management |
| Trillium, ArcGIS (eGIS), Geocode, Google Street/Map, APEX Diagramming tool, Signix integrated app | Others |
| Data Sciences, RAG, Oracle GenAI services | Machine Learning / Artificial Intelligence |

14. AMSS will reasonably cooperate with Third –Party Vendors, including but not limited to, the parties defined in **Exhibit A Appendix 1 – Flow Chart of Incident Ticket Management**, keep the Supported Environments compatible with LACA’s systems, including the scheduling of compatible releases and upgrades with new releases of hardware and software.
15. AMSS will provide information for Supported Environments, as reasonably requested, regarding usage of LACA’s Oracle product licenses and OCI service consumption costs in connection with any audit of LACA’s usage of licensed Oracle products.
16. Oracle staff will maintain the Operational Runbook which describes operational procedures to be used by Oracle in providing AMSS. The Operational Runbook will be maintained in electronic format and made available to LACA.

D. Service Delivery Assumptions

1. The Service Delivery Strategy will be used to manage Application Management Support Services.
2. The Oracle SDM and Oracle OM will assign personnel sufficient in number, experience and expertise to meet the Oracle service delivery requirements of this **Exhibit**. All assignments will be at the discretion of Oracle SDM and Oracle OM.

3. Scope control (change management) and document review will be performed using Oracle's standard processes and documented herein and/or in the Service Delivery Strategy.
4. You and Oracle will work together to resolve AMSS issues as specified in the Service Delivery Strategy. Issues must be resolved in a timely manner (generally twenty-four (24) hours for critical issues, generally forty-eight (48) hours for less critical issues). Critical issues are those that impact the execution or budget. Failure to resolve issues in accordance with the Service Delivery Strategy and in a timely fashion may have an impact on AMSS execution.
5. The Service Delivery Strategy, Business Continuity Plan, and Operational Runbook may be updated by mutual agreement, but such updates shall occur not more frequently than monthly.
6. If You assign resources in support of AMSS, those resources will represent You and will be empowered to make decisions on Your behalf.
7. Oracle is not responsible for any deficiencies in AMSS performed by non-Oracle resources, or any delays attributable to the performance of non-Oracle resources.
8. Your and Oracle's SDMs will establish periodic AMSS reviews to monitor scope, budget, and timeline of the AMSS.
9. As used in this **Exhibit A**, "mutual agreement" and the expression "mutually agreed" is defined to mean an explicit agreement that is documented and agreed upon by both parties. If such an agreement could have scope impact and/or impact effort estimates, it will be escalated to the AMSS Program Director for review and, if it is found to have a scope and/or effort impact, the Oracle SDM 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".
10. Additional work requested by LACA related to resolving infrastructure inconsistencies or product upgrades is subject to mutual agreement.

E. Incident Management Assumptions

1. Incident management issues for the Supported Environments will be addressed based upon the severity of the issue as mutually agreed by LACA and AMSS.
 - a. 24/7 resolution activity for Sev 1 Tickets.
 - b. 12/6 resolution activity for Sev 2 Tickets.
 - c. 12/5 resolution activity for Sev 3 and Sev 4 Tickets. AMSS to be provided on County business days (i.e., Monday to Friday, except for LACA holidays), 6:00 a.m. to 6:00 p.m. (Pacific time zone).

F. Documentation Assumptions

1. All written documentation and communication will be provided in U.S. English.
2. A document deliverable is a document in one (1) of the formats described below and consists of both one (1) portable document format ("PDF") copy and one (1) electronic copy.

- a. A word document deliverable is a document in Microsoft Word format and consists of both one (1) PDF copy and one (1) electronic copy.
 - b. An excel deliverable is a document in Excel format and consists of both one (1) PDF copy and one (1) electronic copy.
 - c. A project plan is a document in Microsoft Project format and consists of both one (1) PDF copy and one (1) electronic copy.
 - d. A diagram is a document in Microsoft Visio format and consists of both one (1) PDF copy and one (1) electronic copy.
 - e. A presentation deliverable is a document in Microsoft PowerPoint format and consists of both one (1) PDF copy and one (1) electronic copy.
3. Oracle will follow a process to provide drafts of document deliverables in advance of the finalized document.

G. Testing Assumptions

1. Test results will be managed, tracked, and reported from a central defect tracking system or list.
2. Testing will be done from Your workstation or Oracle laptops that can access AMP servers.
3. You and the Oracle SDM will review recorded defect levels during testing and, upon mutual agreement, may change the level of any defect.
4. Testing activities will be based upon the Service Delivery Strategy.
5. Performance tuning activities may include the configuration of web, application, database, and infrastructure cloud service products.
6. Testing activities related to cloud services are subject to any limitations on Your ability to conduct such testing under the applicable agreement governing Your use of such cloud services.

III. Deliverables, Fees, Expenses, and Taxes

A. Deliverables, Fees and Expenses

You agree to pay Oracle the fee of **\$18,000,000.00** for the AMSS and Deliverables for the Base Period described in this **Exhibit A**. If the parties mutually agree to extend AMSS for the First Renewal Year as provided in **Section III**, You agree to pay Oracle the fee of **\$6,240,000.00** for the AMSS and Deliverables for the First Renewal Year described in this **Exhibit A**. If the parties mutually agree to extend AMSS for the Second Renewal Year as provided in **Section III**, You agree to pay Oracle the fee of **\$6,489,600.00** for the AMSS and Deliverables for the Second Renewal Year described in this **Exhibit A**.

Fees includes travel and out of pocket expenses. Fees do not include taxes. Upon completion of a Deliverable the corresponding Deliverable fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such Deliverable fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A Deliverable is completed once such Deliverable is accepted, or deemed accepted, in accordance with **Section I.G – Criteria for Acceptance of Deliverables**.

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

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

Table 7: Deliverables and Fees – Base Period

| Deliverable number | AMSS deliverable name | Deliverable description | Estimated month and year of delivery covered | Deliverable fee |
|---------------------------|--|---|---|------------------------|
| AMSS-1 | AMSS Monthly Status TOC | The purpose of this document is to define the contents of the monthly AMSS Status Report. | | |
| AMSS-1.1 | AMSS Monthly Report – June 2026 (based upon contract execution date) | The report covering the AMSS activities and reports provided during June 2026 | Jun-26 | \$500,000.00 |
| AMSS-1.2 | AMSS Monthly Report – Month 2 | The report covering the AMSS activities and reports provided during Month 2 | Jul-26 | \$500,000.00 |
| AMSS-1.3 | AMSS Monthly Report – Month 3 | The report covering the AMSS activities and reports provided during Month 3 | Aug-26 | \$500,000.00 |
| AMSS-1.4 | AMSS Monthly Report – Month 4 | The report covering the AMSS activities and reports provided during Month 4 | Sep-26 | \$500,000.00 |
| AMSS-1.5 | AMSS Monthly Report – Month 5 | The report covering the AMSS activities and reports provided during Month 5 | Oct-26 | \$500,000.00 |
| AMSS-1.6 | AMSS Monthly Report – Month 6 | The report covering the AMSS activities and reports provided during Month 6 | Nov-26 | \$500,000.00 |
| AMSS-1.7 | AMSS Monthly Report – Month 7 | The report covering the AMSS activities and reports provided during Month 7 | Dec-26 | \$500,000.00 |
| AMSS-1.8 | AMSS Monthly Report – Month 8 | The report covering the AMSS activities and reports provided during Month 8 | Jan-27 | \$500,000.00 |
| AMSS-1.9 | AMSS Monthly Report – Month 9 | The report covering the AMSS activities and reports provided during Month 9 | Feb-27 | \$500,000.00 |
| AMSS-1.10 | AMSS Monthly Report – Month 10 | The report covering the AMSS activities and reports provided during Month 10 | Mar-27 | \$500,000.00 |
| AMSS-1.11 | AMSS Monthly Report – Month 11 | The report covering the AMSS activities and reports provided during Month 11 | Apr-27 | \$500,000.00 |
| AMSS-1.12 | AMSS Monthly Report – Month 12 | The report covering the AMSS activities and reports provided during Month 12 | May-27 | \$500,000.00 |
| AMSS-1.13 | AMSS Monthly Report – Month 13 | The report covering the AMSS activities and reports provided during Month 13 | Jun-27 | \$500,000.00 |
| AMSS-1.14 | AMSS Monthly Report – Month 14 | The report covering the AMSS activities and reports provided during Month 14 | Jul-27 | \$500,000.00 |
| AMSS-1.15 | AMSS Monthly Report – Month 15 | The report covering the AMSS activities and reports provided during Month 15 | Aug-27 | \$500,000.00 |
| AMSS-1.16 | AMSS Monthly Report – Month 16 | The report covering the AMSS activities and reports provided during Month 16 | Sep-27 | \$500,000.00 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Deliverable number | AMSS deliverable name | Deliverable description | Estimated month and year of delivery covered | Deliverable fee |
|---------------------------|--------------------------------|--|---|------------------------|
| AMSS-1.17 | AMSS Monthly Report – Month 17 | The report covering the AMSS activities and reports provided during Month 17 | Oct-27 | \$500,000.00 |
| AMSS-1.18 | AMSS Monthly Report – Month 18 | The report covering the AMSS activities and reports provided during Month 18 | Nov-27 | \$500,000.00 |
| AMSS-1.19 | AMSS Monthly Report – Month 19 | The report covering the AMSS activities and reports provided during Month 19 | Dec-27 | \$500,000.00 |
| AMSS-1.20 | AMSS Monthly Report – Month 20 | The report covering the AMSS activities and reports provided during Month 20 | Jan-28 | \$500,000.00 |
| AMSS-1.21 | AMSS Monthly Report – Month 21 | The report covering the AMSS activities and reports provided during Month 21 | Feb-28 | \$500,000.00 |
| AMSS-1.22 | AMSS Monthly Report – Month 22 | The report covering the AMSS activities and reports provided during Month 22 | Mar-28 | \$500,000.00 |
| AMSS-1.23 | AMSS Monthly Report – Month 23 | The report covering the AMSS activities and reports provided during Month 23 | Apr-28 | \$500,000.00 |
| AMSS-1.24 | AMSS Monthly Report – Month 24 | The report covering the AMSS activities and reports provided during Month 24 | May-28 | \$500,000.00 |
| AMSS-1.25 | AMSS Monthly Report – Month 25 | The report covering the AMSS activities and reports provided during Month 25 | Jun-28 | \$500,000.00 |
| AMSS-1.26 | AMSS Monthly Report – Month 26 | The report covering the AMSS activities and reports provided during Month 26 | Jul-28 | \$500,000.00 |
| AMSS-1.27 | AMSS Monthly Report – Month 27 | The report covering the AMSS activities and reports provided during Month 27 | Aug-28 | \$500,000.00 |
| AMSS-1.28 | AMSS Monthly Report – Month 28 | The report covering the AMSS activities and reports provided during Month 28 | Sep-28 | \$500,000.00 |
| AMSS-1.29 | AMSS Monthly Report – Month 29 | The report covering the AMSS activities and reports provided during Month 29 | Oct-28 | \$500,000.00 |
| AMSS-1.30 | AMSS Monthly Report – Month 30 | The report covering the AMSS activities and reports provided during Month 30 | Nov-28 | \$500,000.00 |
| AMSS-1.31 | AMSS Monthly Report – Month 31 | The report covering the AMSS activities and reports provided during Month 31 | Dec-28 | \$500,000.00 |
| AMSS-1.32 | AMSS Monthly Report – Month 32 | The report covering the AMSS activities and reports provided during Month 32 | Jan-29 | \$500,000.00 |
| AMSS-1.33 | AMSS Monthly Report – Month 33 | The report covering the AMSS activities and reports provided during Month 33 | Feb-29 | \$500,000.00 |
| AMSS-1.34 | AMSS Monthly Report – Month 34 | The report covering the AMSS activities and reports provided during Month 34 | Mar-29 | \$500,000.00 |
| AMSS-1.35 | AMSS Monthly Report – Month 35 | The report covering the AMSS activities and reports provided during Month 35 | Apr-29 | \$500,000.00 |
| AMSS-1.36 | AMSS Monthly Report – Month 36 | The report covering the AMSS activities and reports provided during Month 36 | May-29 | \$500,000.00 |
| | | | Total | \$18,000,000.00 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

Table 8: Deliverables and Fees – First Renewal Year

| Deliverable number | AMSS deliverable name | Deliverable description | Estimated month and year of delivery | Deliverable fee |
|---------------------------|--------------------------------|--|---|------------------------|
| AMSS-1.37 | AMSS Monthly Report – Month 37 | The report covering the AMSS activities and reports provided during Month 37 | Jun-29 | \$520,000.00 |
| AMSS-1.38 | AMSS Monthly Report – Month 38 | The report covering the AMSS activities and reports provided during Month 38 | Jul-29 | \$520,000.00 |
| AMSS-1.39 | AMSS Monthly Report – Month 39 | The report covering the AMSS activities and reports provided during Month 39 | Aug-29 | \$520,000.00 |
| AMSS-1.40 | AMSS Monthly Report – Month 40 | The report covering the AMSS activities and reports provided during Month 40 | Sep-29 | \$520,000.00 |
| AMSS-1.41 | AMSS Monthly Report – Month 41 | The report covering the AMSS activities and reports provided during Month 41 | Oct-29 | \$520,000.00 |
| AMSS-1.42 | AMSS Monthly Report – Month 42 | The report covering the AMSS activities and reports provided during Month 42 | Nov-29 | \$520,000.00 |
| AMSS-1.43 | AMSS Monthly Report – Month 43 | The report covering the AMSS activities and reports provided during Month 43 | Dec-29 | \$520,000.00 |
| AMSS-1.44 | AMSS Monthly Report – Month 44 | The report covering the AMSS activities and reports provided during Month 44 | Jan-30 | \$520,000.00 |
| AMSS-1.45 | AMSS Monthly Report – Month 45 | The report covering the AMSS activities and reports provided during Month 45 | Feb-30 | \$520,000.00 |
| AMSS-1.46 | AMSS Monthly Report – Month 46 | The report covering the AMSS activities and reports provided during Month 46 | Mar-30 | \$520,000.00 |
| AMSS-1.47 | AMSS Monthly Report – Month 47 | The report covering the AMSS activities and reports provided during Month 47 | Apr-30 | \$520,000.00 |
| AMSS-1.48 | AMSS Monthly Report – Month 48 | The report covering the AMSS activities and reports provided during Month 48 | May-30 | \$520,000.00 |
| | | | Total | 6,240,000.00 |

Table 9: Deliverables and Fees – Second Renewal Year

| Deliverable number | AMSS deliverable name | Deliverable description | Estimated month and year of delivery | Deliverable fee |
|---------------------------|--------------------------------|--|---|------------------------|
| AMSS-1.49 | AMSS Monthly Report – Month 49 | The report covering the AMSS activities and reports provided during Month 49 | Jun-30 | \$540,800.00 |
| AMSS-1.50 | AMSS Monthly Report – Month 50 | The report covering the AMSS activities and reports provided during Month 50 | Jul-30 | \$540,800.00 |
| AMSS-1.51 | AMSS Monthly Report – Month 51 | The report covering the AMSS activities and reports provided during Month 51 | Aug-30 | \$540,800.00 |
| AMSS-1.52 | AMSS Monthly Report – Month 52 | The report covering the AMSS activities and reports provided during Month 52 | Sep-30 | \$540,800.00 |
| AMSS-1.53 | AMSS Monthly Report – Month 53 | The report covering the AMSS activities and reports provided during Month 53 | Oct-30 | \$540,800.00 |

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

| Deliverable number | AMSS deliverable name | Deliverable description | Estimated month and year of delivery | Deliverable fee |
|---------------------------|--------------------------------|--|---|------------------------|
| AMSS-1.54 | AMSS Monthly Report – Month 54 | The report covering the AMSS activities and reports provided during Month 54 | Nov-30 | \$540,800.00 |
| AMSS-1.55 | AMSS Monthly Report – Month 55 | The report covering the AMSS activities and reports provided during Month 55 | Dec-30 | \$540,800.00 |
| AMSS-1.56 | AMSS Monthly Report – Month 56 | The report covering the AMSS activities and reports provided during Month 56 | Jan-31 | \$540,800.00 |
| AMSS-1.57 | AMSS Monthly Report – Month 57 | The report covering the AMSS activities and reports provided during Month 57 | Feb-31 | \$540,800.00 |
| AMSS-1.58 | AMSS Monthly Report – Month 58 | The report covering the AMSS activities and reports provided during Month 58 | Mar-31 | \$540,800.00 |
| AMSS-1.59 | AMSS Monthly Report – Month 59 | The report covering the AMSS activities and reports provided during Month 59 | Apr-31 | \$540,800.00 |
| AMSS-1.60 | AMSS Monthly Report – Month 60 | The report covering the AMSS activities and reports provided during Month 60 | May-31 | \$540,800.00 |
| | | | Total | \$6,489,600.00 |

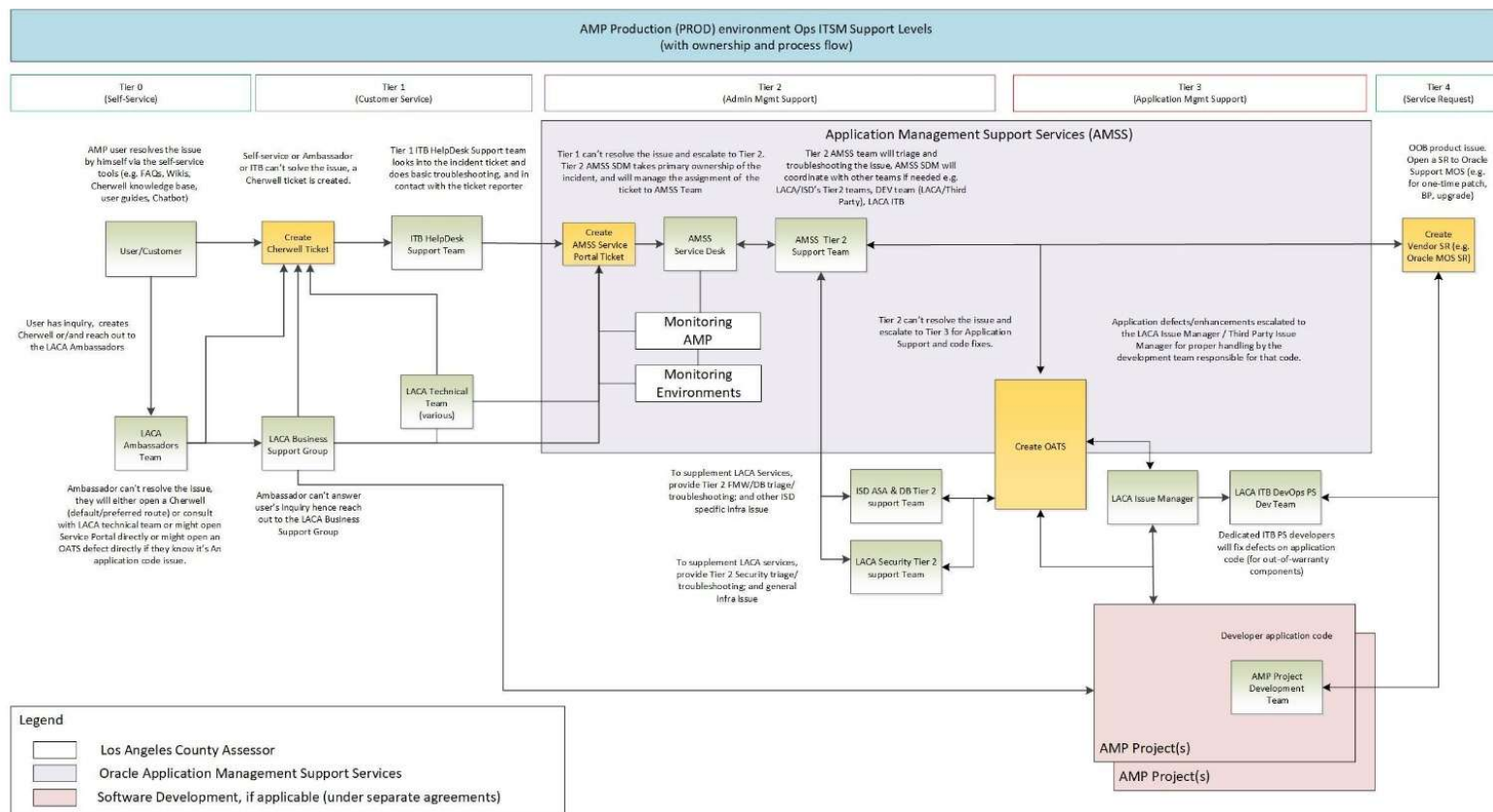
IV. Appendices

Appendix 1 to Exhibit A– Flow Chart of Incident Ticket Management –

The following Figure 1 below defines the Ticket Management flow from initiation to close out.

This flow visually reflects the tasks described in **Exhibit A 1.E - Incident Management Services**. In the event of a conflict, such **Exhibit A Section I.E** takes precedence. This process will be updated, as required, based upon mutual agreement.

Appendix 1 Figure 1: Incident Management Process Flow



Appendix 2 to Exhibit A - Initial Responsible Accountable Consulted Informed (“RACI”) Chart for AMSS

The RACI Chart does not define or modify obligations of either LACA or Oracle under **Section I** of the **Exhibit A**. It serves as a planning tool for execution of AMSS. It will be reviewed and updated in consultation with the Program Management Office and the LACA and Oracle SDMs.

Appendix 2 Table 1: RACI

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|--|------------------|---------------|--|
| I.C | Infrastructure Management Services | | | |
| I.C.1.a.i | Test, provision, configure, optimize, support, monitor and maintain the Supported Environments, and conduct cloud infrastructure capacity planning. | R/A | C/I | II.A.3; II.A.9; II.A.17; II.C.9; II.C.14 |
| I.C.1.a.ii | Maintain the common collective services which are required for the Supported Environments. | R/A | C/I | II.A.17; II.C.9; II.C.14 |
| I.C.1.a.iii | Review and update quarterly the list of software included in Section II.C Table 6 - List of AMP Associated Software. | R/A | C | II.C.14 |
| I.C.1.a.iv | Monitor, proactively, for major releases, minor releases, patches, and maintenance updates. | R/A | I | II.C.14; II.C.18 |
| I.C.1.a.v | Provide LACA with a quarterly documented upgrade roadmap identifying all applicable updates, including: technical product and infrastructure dependencies, risks and recommended prioritization and timelines. | R/A | C | II.B.4 |
| I.C.1.a.vi | Maintain the software within one major or one minor release behind the current general availability (GA), or as agreed during the quarterly review. | R/A | I | II.C.14; II.C.18 |
| I.C.1.b.i | Coordinate vulnerability assessments of the Supported Environments with LA County ISD. | R/A | C | II.A.17; II.A.21; II.A.28; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.C.1.b.ii | Conduct scans independent of LA County ISD. | R/A | C | II.A.17; II.A.21; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.C.1.b.iii | Assign priorities for vulnerability mitigation. | R/A | C | II.B.2.e; Table 5 LACA PM |
| I.C.1.b.iv | Mitigate identified vulnerabilities by applying patches and updates as mutually agreed. | R/A | C | II.A.20; II.C.18 |
| I.C.1.c.i | Review the infrastructure and document areas of potential improvement in performance, availability and capacity. | R/A | C/I | II.B.5; II.C.12 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|--------------|---|------------------|---------------|--------------------------------|
| I.C.1.c.ii | Provide input on infrastructure improvements. | R/A | C/I | II.B.2; II.B.9 |
| I.C.1.c.iii | Test infrastructure improvements. | R/A | C/I | II.G.4; II.G.5 |
| I.C.1.c.iv | Implement infrastructure improvements in Supported Environments in consultation with the LACA Service Delivery Manager. | R/A | C/I | II.B.9; Table 5 LACA SDM |
| I.C.1.c.v | Maintain a catalog of implemented and rejected infrastructure improvements including metrics detailing the associated improvement and impact. | R/A | C/I | II.B.5; Appendix 3.1 |
| I.C.1.d.i | Apply patches released to address an application/product defect fix. | R/A | C | II.A.20; II.C.18 |
| I.C.1.d.ii | Apply other patches per the Oracle Critical Patch Update /Patch Set Update (CPU/PSU) policy. | R/A | C | II.C.18; Appendix 6 |
| I.C.1.e | Provide Proactive Monitoring of the AMP Application and Supported Production Environments based upon the table in Appendix 6 - Proactive Monitoring. | R/A | I | Appendix 6 Table 1; II.B.9 |
| I.C.1.f.i | Update the Operational Runbook to reflect operational procedures for delivery of the AMSS as mutually agreed. | R/A | C | II.C.12; II.C.17; II.D.5 |
| I.C.1.f.ii | Update the Business Continuity Plan as mutually agreed. | R/A | C | II.D.5 |
| I.C.1.f.iii | Update the Service Delivery Strategy as mutually agreed. | R/A | C | II.B.3; II.B.9; II.D.1; II.D.5 |
| I.C.1.f.iv | Execute PROD failover to DR under the conditions, and in accordance with the process, delineated in the Operational Runbook and Business Continuity Plan. | R/A | C/I | II.D.1; II.D.5 |
| I.C.1.f.v | Execute DR failback to the PROD Environment as mutually agreed. | R/A | C/I | II.D.5; II.D.9 |
| I.C.1.f.vi | Conduct DR failover/failback testing and DR Environment testing for each major AMP development release, if required. | R/A | C/I | II.G.4; Appendix 3.3 |
| I.C.1.f.vii | Conduct semi-annual DR failover/failback rehearsal testing, if mutually agreed. | R/A | C/I | II.D.9 |
| I.C.1.f.viii | Provide such other services as defined in the Business Continuity Plan. | R/A | C/I | II.D.5 |
| I.C.1.f.ix | Provide coordination of any maintenance and support requests relating to any OCI cloud services purchased by LACA under a separate agreement with Oracle. | R/A | C | II.A.1; II.C.9 |
| I.C.1.f.x | Conduct testing activities for the AMP application in accordance with the Operational Runbook and the Service Delivery Strategy. | R/A | C | II.G.4 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|--------------|---|------------------|---------------|--|
| I.C.1.f.xi | Conduct quarterly usage review with LACA SDM and mutually agree on strategies for utilization of more of the functionality of Oracle Enterprise Manager ("OEM") and OCI Observability & Management ("O&M"). | R/A | C | Table 5 LACA SDM; II.D.8 |
| I.C.1.f.xii | Execute mutually agreed strategies for expansion of usage of OEM and OCI O&M. | R/A | C | II.D.9 |
| I.C.1.f.xiii | Validate OEM and OCI O&M custom scripts delivered by the AMP development team. | R/A | C | II.A.32; II.A.33 |
| I.C.1.f.xiv | Apply the validated scripts into OEM and OCI O&M to support custom notification and alerts. | R/A | C | II.A.32; II.A.33 |
| I.C.1.f.xv | Provide input regarding the impact of requested changes on use of product licenses and additional OCI service consumption costs. | R/A | C/I | II.A.26; II.C.16 |
| I.D | Application Management Services | | | |
| I.D.1.a.i | Maintain a catalog of any improvements that are implemented or rejected in the course of providing the AMSS, including metrics detailing the associated expected/actual improvement and impact where available. | R/A | C/I | Appendix 3.1; II.B.4 |
| I.D.1.a.ii | Engage with LACA development teams to support improvements in AMP software development by providing the services listed in items b. through e. below. | R/A | C/I | II.A.33; Table 5 LACA ITB DevOps Product Support Development Team Lead |
| I.D.1.a.iii | Participate in an annual technology refresh review. | R/A | C/I | II.B.5 |
| I.D.1.b.i | Conduct coordination planning with LACA for the purpose of minimizing disruption to AMP Application users to maximize AMP application and environment uptime. | R/A | C | II.A.34; Table 5 LACA Release Manager |
| I.D.1.b.ii | Coordinate with LACA to execute pre-cutover configurations and data backup during cutover to the Supported Environments. | R/A | C | II.A.34; Table 5 LACA Release Manager |
| I.D.1.b.iii | Coordinate with LACA to provide post cutover checks. | R/A | C | II.A.34; Table 5 LACA Release Manager |
| I.D.1.b.iv | Coordinate with LACA to determine the timeline for promotion of code between Supported Environments. | R/A | C | Table 5 LACA Release Manager |
| I.D.1.b.v | Synchronize tasks between the Supported Environments including but not limited to application and infrastructure configurations, VM and DB restore / Data refresh. | R/A | C/I | II.A.32; II.A.34 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|--------------|---|------------------|---------------|---|
| I.D.1.b.vi | Maintain application versions across the environments. | R/A | C | II.A.33 |
| I.D.1.b.vii | Implement hot fixes maintenance. | R/A | C | II.A.33 |
| I.D.1.b.viii | Maintain a catalogue of any process improvements for release management that are implemented or rejected in the course of providing the AMSS including metrics detailing the associated expected/actual improvement and impact. | R/A | C | II.B.4 |
| I.D.1.c.i | Identify configuration items, evaluate and control changes to those items, and record the change implementation status. | R/A | I | II.D.3 |
| I.D.1.d.i | Develop and maintain automated regression testing scripts. | R/A | C | II.G.1; II.G.4 |
| I.D.1.d.ii | Perform automated regression tests. | R/A | C | II.G.1; II.G.4 |
| I.D.1.d.iii | Develop and maintain performance testing scripts. | R/A | C | II.G.5 |
| I.D.1.d.iv | Perform performance tests. | R/A | C | II.G.5 |
| I.D.1.e.i | Support manual regression testing from Assessor. | R/A | C | II.G.1; Table 5 LACA ITB DevOps Product Support Development Team Lead |
| I.D.1.e.ii | Conduct performance and capacity testing. | R/A | C | II.G.5 |
| I.D.1.e.iii | Based upon the results of the performance and capacity testing, outline identified areas for infrastructure, configuration and code improvements for consultation with LACA. | R/A | C | II.G.5 |
| I.D.1.e.iv | Support the verification testing of improvements provided by LACA prior to promotion of agreed changes to the Supported Production Environment. | R/A | C | II.G.3; II.G.4 |
| I.D.1.e.v | Provide standard SonarQube output reports on AMP application code as mutually agreed. | R/A | I | II.A.18 |
| I.D.1.f.i | Provide OEM/O&M application monitoring parameter setups. | R/A | C/I | Table 5 LACA SDM |
| I.D.1.f.ii | Conduct ad-hoc monitoring of applications. | R/A | C/I | Table 5 LACA SDM |
| I.D.1.f.iii | Conduct OEM/O&M/ESD monitoring. | R/A | C/I | Table 5 LACA SDM |
| I.D.1.g.i | Conduct deployment planning for the Supported Production Environments. | R/A | C | II.B.2.e; Table 5 LACA PM; Table 5 LACA Release Manager |

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|---|------------------|---------------|---|
| I.D.1.g.ii | Conduct deployment Request for Change ("RFC") development for the Supported Production Environments. | R/A | C | II.B.2.e; Table 5 LACA PM; Table 5 LACA Release Manager |
| I.D.1.g.iii | Provide RFC's for deployment approval. | R/A | C | II.B.2.e; Table 5 LACA PM; Table 5 LACA Release Manager |
| I.D.1.g.iv | Support sprint deployment planning in the Supported Non-Production Environments. | R/A | C | II.A.34; Table 5 LACA Release Manager |
| I.D.1.g.v | Provide regression and performance testing deployment in agreed environments. | R/A | C | II.G.4; II.G.5 |
| I.D.1.h.i | Create, test and validate a runbook to apply upgrades including any work necessary to the associated AMP Application. | R/A | C | II.C.17; II.G.4 |
| I.D.1.h.ii | Implement upgrades using validated runbook. | R/A | C | II.C.17 |
| I.D.1.h.iii | Provide testing for product upgrades. | R/A | C | II.G.4 |
| I.D.1.i.i | Provide support to implement changes to the security architecture. | R/A | C | II.A.22; Table 5 LACA Tier 2 Lead |
| I.D.1.i.ii | Execute yearly activities as a result of auditing of users/roles (if applicable). | R/A | C | II.A.22; Table 5 LACA Tier 2 Lead |
| I.D.1.i.iii | Provide security architecture. | R/A | C | II.A.22; Table 5 LACA Tier 2 Lead |
| I.D.1.i.iv | Provide production and non-production security support and defect remediation by applying patches and updates as recommended by Oracle product support. | R/A | C | II.A.20; II.C.18 |
| I.D.1.i.v | Perform design and implementation of new security initiatives and enhancements, based upon a mutually agreed annual plan. | R/A | C | II.B.4; II.B.9 |
| I.D.1.j | Provide proactive monitoring of the application and related environments as described in Appendix 6 - Proactive Monitoring. | R/A | I | Appendix 6 Table 1 |
| I.D.1.k | Provide standard SonarQube output reports on AMP application code. | R/A | I | II.A.18 |
| I.E | Incident Management Services | | | |
| I.E.1.a | Operate the AMSS Service Desk. | R/A | I | II.A.19; II.B.8 |
| I.E.1.b | Receive and respond to all Tickets reported to or identified in accordance with Appendix 1 - Flow Chart of Incident Ticket Management. | R/A | I | II.A.19; II.A.21 |
| I.E.1.c | Manage and track Tickets, and the response and resolution in accordance with Section I. | R/A | I | II.B.8 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|---|------------------|---------------|--|
| I.E.1.d | Provide reports related to, in accordance with Table 3: AMSS Reports. | R/A | I | Table 3; Appendix 3 |
| I.E.1.e | Provide LACA with the ability to review the status of Tickets online through the Service Portal. | R/A | I | II.A.18 |
| I.E.1.f | Provide the reports listed in Table 3 as part of the AMSS. | R/A | I | Table 3; Appendix 3 |
| I.E.1.g | Address Tickets that are created and assigned to AMS through the Ticket process, as described in Table 4 - Ticket Process and Assignment of this Exhibit A. | R/A | C | II.A.19; Table 5 ITB Help Desk Support Lead; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.E.1.h | Provide reactive patching in the case of defects and/or potential security issues. | R/A | C | II.A.20; II.C.18 |
| I.E.1.i | Address Tickets from automated monitoring alerts and notifications. | R/A | C | Appendix 6 Table 1 |
| I.E.1.j | Accept ad-hoc Service Requests, as mutually agreed. | R/A | C | II.B.4; II.D.9 |
| I.E.2.a | Receive Tickets regarding Incidents via the AMSS Portal, telephone or email. | R/A | C | Appendix 1; Table 4 |
| I.E.2.b | Log and track Tickets. | R/A | C | II.G.1 |
| I.E.2.c | Provide the response and/or the resolution to closure in the AMSS Ticket system. | R/A | C | II.G.1 |
| I.E.2.d | Determine if a Ticket falls within the scope of the AMSS as defined in this Exhibit A. | R/A | C | Table 5 ITB Help Desk Support Lead |
| I.E.2.e | Return to the Ticket reporter any Tickets that do not fall within the scope of AMSS. | R/A | C | Table 5 ITB Help Desk Support Lead |
| I.E.2.f | Coordinate with the Oracle OM for resolution of those Tickets that do fall within the scope of AMSS. | R/A | C | Table 2 Oracle Operations Manager |
| I.E.2.g | Create and maintain a knowledge base with respect to Tickets and the resolution, which may be accessed by ITB Help Desk. | R/A | C | Table 5 ITB Help Desk Support Lead |
| I.E.2.h | Create and maintain a Frequently Asked Questions (FAQ) list, which may be accessed by AMP Portal users. | R/A | C | Appendix 3.1 |
| I.E.2.i | Oracle will operate the AMSS Help Desk twenty-four (24) hours per day, seven (7) days per week. | R/A | C | I.A.19.b |
| I.E.5.a | Validate the Ticket content which may include gathering additional relevant information. | R/A | C | Table 5 ITB Help Desk Support Lead; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|---|------------------|---------------|---|
| I.E.5.b | Perform triage and troubleshooting of the Ticket. | R/A | C | Table 5 ITB Help Desk Support Lead; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.E.5.c | Review the severity level assigned, and if appropriate recommend a change to the Ticket creator. | R/A | C | II.G.3; Table 5 LACA PM; Table 5 LACA SDM |
| I.E.5.d | Address the Ticket. | R/A | C | Table 5 ITB Help Desk Support Lead; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.E.5.e | Update the Portal with ticket information and status. | R/A | C | II.G.1 |
| I.E.5.f | Conduct analysis. | R/A | C | Table 5 ITB Help Desk Support Lead; Table 5 ISD Tier 2 Lead; Table 5 LACA Tier 2 Lead |
| I.E.5.g | Provide a Ticket closure, upon resolution of the issue. | R/A | C | Appendix 3.5 |
| I.E.5.h | Close the Ticket in accordance with the criteria for Ticket closures set forth in Section I.E.8. | R/A | C | I.E.8 |
| I.E.5.i.i | Assign a single point of contact ("SPOC"), who will monitor and manage the Ticket to resolution. | R/A | I | Table 5 LACA SDM |
| I.E.5.i.ii | Work closely with all stakeholders for resolution of the Ticket. | R/A | I | Table 5 LACA SDM |
| I.E.5.i.iii | Open a Proactive Ticket to track the completion of the RCA. | R/A | I | Appendix 3.5 |
| I.E.5.i.iv | Complete a detailed RCA report for the Ticket as part of the Ticket closure. | R/A | I | Table 3 Root Cause Analysis (RCA); Appendix 3.5 |
| I.E.5.i.v | Update the Ticket analysis data, including preventive information in the Oracle Service Cloud and Service Portal. | R/A | I | Appendix 3.5 |
| I.E.6.a.i | Validate the ticket content which may include gathering additional relevant information. | R/A | C | II.A.20 |
| I.E.6.a.ii | Create a ticket with My Oracle Support ("MOS") for each Incident on behalf of LACA utilizing LACA's customer support identifier for the technical support purchased by LACA under a separate agreement. | R/A | C | II.A.20 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|--|------------------|---------------|-------------------|
| I.E.6.a.iii | Lead the coordination with MOS according to standards set forth by MOS / Oracle product team. | R/A | C | II.A.20 |
| I.E.6.a.iv | Apply, test and validate the break-fix patches or upgrade provided by MOS / Oracle product team. | R/A | C | II.A.20; II.G.4 |
| I.E.6.a.v | Coordinate with LACA in LACA's performance of end user acceptance testing. | R/A | C | II.G.4 |
| I.E.6.a.vi | Coordinate with LACA in Oracle performance of automated regression testing for patches or upgrade provided by MOS / Oracle product team. | R/A | C | II.G.4 |
| I.E.6.a.vii | Provide data fixes and any generic fixes received from MOS / Oracle product team. | R/A | C | II.A.20 |
| II | Assessor Team Obligations and Assumptions Summary | | | |
| II.A.3 | Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of AMSS. | I | R/A | II.A.3 |
| II.A.7 | Provide Oracle resources with remote access to Your systems and environments required for such AMSS. | I | R/A | II.A.7 |
| II.A.9 | Provide Oracle with test accounts as required to do any testing on the Supported Environments. | C | R/A | II.A.9 |
| II.A.13 | Provide Oracle access to data structures, documentation, applications, repositories, databases, and artifacts as required by Oracle to support the performance of services. | I | R/A | II.A.13 |
| II.A.15 | Provide and maintain user accounts for, and access to, a virtual private network ("VPN") for the Oracle team members. | I | R/A | II.A.15 |
| II.A.16 | Provide twenty-four (24) hour remote VPN access to all environments, as mutually agreed, associated with the services. | I | R/A | II.A.16 |
| II.A.17 | Provide licenses and access to Your and/or Los Angeles County Internal Services Department ("ISD") Systems, Networks and Environments as required to provide AMSS. | I | R/A | II.A.17 |
| II.A.18 | Provide licenses for LACA requested third-party software for use by AMSS e.g. JIRA and SonarQube. | I | R/A | II.A.18 |
| II.A.19 | Triage service Tickets to the Environments within the scope of to the AMSS Help Desk in accordance with Appendix 1 - Flow Chart of Incident Ticket Management. | C | R/A | II.A.19 |

Exhibit A – Statement of Work (SOW)
Assessor Modernization Project (AMP)
Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|---|------------------|---------------|---------------------------|
| II.A.20 | Purchase under separate agreement and maintain throughout the term of the AMSS, licenses and annual technical support for the Oracle products with access to software patches and updates made available by Oracle and provide Oracle Service Consultants with access to the Customer Support Identifier. | I | R/A | II.A.20 |
| II.A.22 | Manage the Identity and Access Management aspects related to User role and access. | I | R/A | II.A.22 |
| II.A.23 | Conduct training for LACA Service Desk users on the process for submitting Tickets, including the Severity levels. | C | R/A | II.A.23 |
| II.A.24 | Provide an initial list of Third-Party Vendors and update the list as changes occur. | I | R/A | II.A.24 |
| II.A.26 | Prior to AMSS implementation of a change to the environment resulting in use of additional Oracle product licenses, review and approve the change. | C/I | R/A | II.A.26 |
| II.A.27-28 | Provide the identity by name of the person assigned to each listed role and assign staff to meet these roles. | I | R/A | II.A.27; II.A.28; Table 5 |
| II.A.31 | Provide the necessary and appropriate data required by Oracle to support the performance of AMSS. | C | R/A | II.A.31 |
| II.A.32 | Provide access to the libraries necessary to perform the AMSS, including merging of the libraries and migrating of libraries between all environments. | C | R/A | II.A.32 |
| II.A.33 | Be responsible for AMP application code defect fixes and code enhancements as required. | C | R/A | II.A.33 |
| II.A.34 | Support deployments as required. | C | R/A | II.A.34 |
| II.A.35 | Be responsible for reconstruction / restoration of any lost or altered files, data, and programs except as set forth in Section II.C.14 for the Supported Environments. | I | R/A | II.A.35 |
| II.A.36 | Be responsible for the installation, configuration, maintenance, and management of any and all third-party products except as set forth in Section II.C.14 for the Supported Environments. | I | R/A | II.A.36 |
| II.B.1 | Designate an executive sponsor who shall represent You during the performance of AMSS. | I | R/A | II.B.1 |
| II.B.2 | Designate a Project Manager. | I | R/A | II.B.2 |
| II.B.2.e | Review and recommend approval for RFCs before changes are made to PROD. | C | R/A | II.B.2.e |

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

| Section/No. | Activity | Oracle AMSS Team | Assessor Team | Assessor Team Ref |
|-------------|---|------------------|---------------|-------------------|
| II.B.2.f | Review and provide sign off on the PROD once the smoke tests are completed. | C | R/A | II.B.2.f |
| II.B.5 | Establish a committee (the "Executive Steering Committee"). | C | R/A | II.B.5 |
| II.B.6 | Establish a board (the "Change Advisory Board"). | C | R/A | II.B.6 |
| II.B.7 | Distribute AMSS documentation or correspondence to Your stakeholders not directly involved with AMSS. | I | R/A | II.B.7 |
| II.B.8 | Utilize the defined Oracle issue resolution process in the Service Delivery Strategy. | I | R/A | II.B.8 |
| II.B.9 | Your SDM/PM and Oracle's SDM/PD will work together to revise, by mutual agreement, the Service Delivery Strategy. | C | R/A | II.B.9 |
| II.B.10 | Be responsible for the contractual relationships with third-party contractors and for directing such third parties to fully cooperate with the AMSS team, as and when required by Oracle. | I | R/A | II.B.10 |

Appendix 3 to Exhibit A – Deliverable Expectations

The Table of Contents for the Deliverable and reports to be provided pursuant to **Section I** of the **Exhibit A** are set forth below:

1. AMSS Monthly Status TOC – Deliverable AMSS-1.1 through AMSS-1.60

The purpose of this document is to define the contents of the monthly AMSS Status Report.

- Service Status.
- Sev 1 Updates.
- Sev 2 Updates.
- Monthly Ticket Volume.
- Volume by Severity.
- Service Level Commitment metrics.
- Response Times.
- Retrospective Report.
- FAQ Update & Review.
- Review of AMP Associated Software List.
- Review of ongoing open items under the scope of this **Section I**.
- AMP Application Overall Availability.
- Status changes to Oracle software being used in the Supported Environments related to product upgrade or EOL.
- Release and Configuration Management Activities.
- Test Capability Activities.
- Environment Management Activities.
- Identified areas for improvement in performance, availability and capacity, if any.

2. AMSS Weekly Status TOC

The purpose of this document is to define the content of the weekly AMSS Status Report.

- Previous Week Minutes.
- Current Ticket Overview.
- Sev 1 Tickets.
- Sev 2 Tickets.
- Ticket Classification for the week.
- Tickets Previously On-Hold.

- New Tickets On-Hold.
- Risks, Issues and Mitigation Plans.
- Consumption and threshold data.

3. AMSS Quarterly Review TOC

The purpose of this document is to define the content of the quarterly AMS Services Status Report.

- Overall AMSS Summary.
- Incident Management Summary and Metrics.
- DR Test Review.
- Future Plans.
- AMSS accomplishments.

4. AMSS Annual Review TOC

The purpose of this document is to define the content of the AMSS Annual Review Report.

- Governance Review.
- Key Decisions, Issues, and Risks.
- Improvement Initiatives:
 - Process, Performance & Tools Improvements Updates.
 - Accomplishments.
- Operational Performance Review:
 - Incident Management Review.
 - Patch Management Review.
 - Release Management Review.
- Service Level Commitment Scorecard:
 - Outage Incidents.
- Support.
- Next Action Items.

5. Root Cause Analysis Report Notional TOC

The purpose of this document is to define the content of the RCA that will be conducted for Sev 1/2 Incidents.

- Document Control:
 - Change Record.
 - Reviewers.
- Introduction.
- Event Description.

- Chronology of events / timeline.
- Findings and Root Cause Analysis.
- Impact including downtime.
- Corrective Action.
- Preventive Actions Taken/Recommended:
 - Tickets opened to accomplish Preventative Action.
- Open Issues.
- Closed Issues.

Appendix 4 to Exhibit A - Service Level Commitments for AMSS

This Appendix sets out the Service Level Commitments applicable to the AMSS regarding the AMP application and its Supported Environments for Ticket response time, application availability, and outages, and the Service Level Credits (as defined in **Section I.A - Definitions**) available as the exclusive remedy if the stated commitments are not met.

1. Service Levels

Service Level Commitments (as defined below) are defined for the following categories:

- a. Response Time Service Level,
- b. AMP AMSS Availability Service Level; and
- c. Unplanned outages outside of Business Hours and Planned Maintenance Windows.

The Response Time Service Level Commitment in **Table 1**, the AMP AMSS Availability percentages set forth in **Table 2**, and the limitation to three (3) Sev 1 outages during non-Business Hours per month are collectively referred to as the “Service Level Commitments”. Service Level Credits available for the failure to meet an applicable Service Level Commitment are defined below for each of the categories listed above.

2. Response Time Service Level

Response time for Incidents will be measured from the time when a Ticket is submitted to Oracle until the time Oracle acknowledges receipt of the Ticket request, via the AMSS Portal or other means should such Portal be unavailable.

Service Level Credits will be available as set forth below for failure to meet the applicable Service Level Commitment defined below.

Appendix 4 Table 1: Response Time Service Level

| Sev Level | Response Time Service Level Commitment | Service Level Credits |
|-----------|--|---|
| 1 | Thirty (30) Minutes | Five percent (5%) of monthly fee per incident |
| 2 | One (1) Hour | Two percent (2%) of monthly fee per incident |
| 3 | Four (4) Hours | No Service Level Credits |
| 4 | Eight (8) Hours | No Service Level Credits |

3. AMP AMSS Availability Service Level

The Service Level Commitments for AMP AMSS Availability, and the corresponding Service Level Credits available, are set out in **Table 2** below, and apply only to the PROD Environment. In the event and to the extent LACA is using the DR Environment as the PROD Environment, this Service Level Commitment will also be applicable to the DR Environment to such extent.

Appendix 4 Table 2: AMP AMSS Availability Service Level Commitment

| AMP AMSS Availability per Month | Service Level Credit Levels |
|--|---|
| If the AMP AMSS Availability is equal to or greater than ninety-nine and a half percent (99.5%), there is no Service Level Credit. | Zero percent (0%) of monthly fee. |
| If the AMP AMSS Availability is less than ninety-nine and a half percent (99.5%) but equal to or greater than ninety-nine percent (99.0%), Service Level Credits will be granted for the month the Service Level Commitment is not achieved. | Lesser of five percent (5%) of monthly fee or the following: - \$13,900.00, for any month within the Base Period - \$14,300.00, for any month within the First Renewal Year (if exercised) - \$14,800.00, for any month within the Second Renewal Year (if exercised) |
| If the AMP AMSS Availability is less than ninety-nine percent (99.0%) but equal to or greater than ninety-five percent (95.0%), Service Level Credits will be granted for the month the Service Level Commitment is not achieved. | Lesser of twenty percent (20%) of monthly fee or the following: - \$55,560.00, for any month within the Base Period - \$57,220.00, for any month within the First Renewal Year (if exercised) - \$58,940.00, for any month within the Second Renewal Year (if exercised) |
| If the AMP AMSS Availability is less than ninety-five percent (95%), Service Level Credits will be granted for the month the Service Level Commitment is not achieved. | Lesser of fifty percent (50%) of monthly fee or the following: - \$138,890.00, for any month within the Base Period - \$143,060.00, for any month within the First Renewal Year (if exercised) - \$185,660.00, for any month within the Second Renewal Year (if exercised) |

4. Outages During Non-Business Hours Service Level

Should AMP Production Environment experience a Sev 1 outage during non-Business Hours that was not part of a Planned Maintenance Activity, AMSS will work to restore the Production Environment.

Should three (3) or more such outages occur during non-Business Hours in a calendar month, You will be eligible for a Service Level Credit in the amount equal to the lesser of five percent (5%) of monthly fee or the following:

- \$13,900.00, for any month within the Base Period;
- \$14,300.00, for any month within the First Renewal Year (if exercised); or

- \$14,800.00, for any month within the Second Renewal Year (if exercised).

5. Monthly Reporting

Oracle will report the monthly statistics regarding Service Level Commitments (See **Appendix 3** to this **Exhibit A – Deliverable Expectations** for the Monthly Report format).

As part of this report, Oracle will identify Tickets that were reported at a specified Severity Level that did not meet the criteria for that Severity Level, defined in **I Table 1** above. These Tickets will be reviewed by both LACA and Oracle. The review will be used to determine whether an adjustment to any Service Level Credits claimed by LACA is appropriate as a result of such inaccurate reporting of Severity Levels. For the avoidance of doubt, any Ticket declared a Critical Support Request that does not otherwise meet the criteria for a Sev 1 Ticket, does not meet the criteria for Sev 1 severity, and any Service Level Credits will be adjusted accordingly.

6. Exemptions from Service Level

Oracle failure to meet any Service Level Commitment will be recalculated to account for the extent to which the failure is due to:

- a. The following acts or omissions of LACA or its agents:
 - i. Not providing reasonable necessary information.
 - ii. Not performing any test necessary to validate the Incident resolution.
 - iii. Denying reasonable access to the Supported Environments during any period.
 - iv. Unavailability of the LACA/ISD network.
- b. Unavailability of OCI.
- c. An Incident where the Root Cause Analysis (RCA) of the incident is determined to be out of the scope of the AMSS services as described in this **Exhibit A**.

Should either the LACA or AMSS SDM not agree with the calculation of the Service Level Commitments based upon the definition of AMP AMSS Availability or the exemptions listed above, the issue will be promptly escalated to the LACA PM and AMSS Project Director for resolution.

7. Remedy for Failure to Achieve Service Level Commitments

The grant of Service Level Credits as provided for in this **Exhibit A Appendix 4**, is **YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY** for Oracle's failure to meet any Service Level Commitment. For the avoidance of doubt, the foregoing sentence only limits Your remedy for Oracle's failure to meet any Service Level Commitment and does not limit Your remedies for any other claims under the Agreement, including but not limited to any claims for breach of any warranty, inaccuracy of any representation, or breach of any contractual obligation outside of this **Exhibit A, Appendix 4**.

8. Claiming Service Level Credits

Oracle will calculate Service Level Credits as a percentage of the net fees paid by You for the month under review using the (i) Service Level Credit percentage set forth in this **Exhibit A Appendix 4** for the applicable Service Level Commitment, and (ii) the monthly fees (i.e., the invoice for the Deliverable Fee for the AMSS Monthly Report, as set forth in **Section III Deliverables, Fees, Expenses, and Taxes** of this **Exhibit A**, for the month under review).

The total Service Level Credits for any month cannot exceed the total invoice amount for the month for the AMSS provided under this **Exhibit A** (i.e. the invoice for Deliverable Fee for the AMSS Monthly Report, as

set forth in **Section III Deliverables, Fees, Expenses, and Taxes** of this **Exhibit A**, for the month under review).

In order to be considered to receive Service Level Credits, You must file a claim with Oracle in accordance with the terms listed in this **Appendix 4 to Exhibit A – Service level Commitments for AMSS**. You must submit the claim by contacting the Oracle SDM via email.

You must include all of the information required for Oracle to validate the claim, including but not limited to:

- a. A detailed description of the circumstances for Your claim that Oracle did not meet its Service Level Commitment; and,
- b. Information regarding the time and duration of the downtime that caused the AMSS not to meet its Service Level Commitment, if applicable.

In order for Oracle to consider a claim, Oracle must receive the claim within thirty (30) calendar days from delivery of the monthly report covering the month in which the failure to meet the applicable Service Level Commitment occurred. Oracle will use commercially reasonable efforts to process claims within sixty (60) days of Oracle's receipt of a claim. Service Level Credits will be provided by reducing the invoice amount for the current month.

Appendix 5 to Exhibit A – Change Process

Any request for any change order must be made in accordance with the following process (the “Change Order Process”). 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 **Exhibit A** (a “Change Order”). 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;
 - a. Prepare an estimate of cost to complete the evaluation; and
 - b. Return this information to You for review and approval.
3. If Oracle requires further formal evaluation, You will determine whether You wish 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 this **Exhibit A**, including identifying and quantifying changes 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, unless a longer period of time is mutually agreed, and will require You to 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 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 become a part of this **Exhibit A**. In no event shall this **Exhibit A** (including without limitation the Appendices hereto) be deemed amended except through a written amendment signed by both parties or 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, unless a longer period of time is mutually agreed. 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 **Exhibit A** 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 AMSS Program Director 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 SDM and Your SDM/PM (in each case, as defined in Exhibit 1) reaching agreement on the change and (2) submission of a Change Order Form to the Oracle SDM. Any such change, unless specifically stated within this **Exhibit A**, may be subject to a mutually agreed upon pricing adjustment.

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 **Exhibit A** and the Agreement. For the avoidance of doubt, deviations from the process outlined in this **Appendix 5** shall not affect the validity of any Change Order ultimately agreed upon and signed by both You and Oracle.

Appendix 6 to Exhibit A - Proactive Monitoring and Maintenance Activities

The following table outlines the respective proactive activities to be executed through Application Management, Infrastructure Management and Incident Management Services.

Appendix 6 Table 1: AMSS – Proactive Monitoring and Maintenance Activities

| | Oracle Cloud Infrastructure (OCI) | Database (DB) | Middleware Infrastructure (MW) |
|--------|--|---|---|
| Daily | <ul style="list-style-type: none"> • Provide Virtual Machine (“VM”) backup and recovery. • Maintain agreed number of recent snapshots per LACA backup policy. • Monitor storage thresholds - File, Object & Block. • Monitor and manage compute and storage logs/ notifications using OEM and OCI O&M. • Monitor and manage the Environments in the environment status dashboard. | <ul style="list-style-type: none"> • Provide incremental backups - verify logs. • Monitor performance. • Monitor storage thresholds. • Provide User management • Troubleshoot out-of-sync issues. • On-demand DB recovery. | <ul style="list-style-type: none"> • Monitor logs (for any critical issues), alerts, and notifications from OEM and OCI O&M. • Monitor performance. • Assist the AMP. • development teams to provide remediation to identified issues (For clarification purposes, AMP development is outside of the scope of AMSS). • Provide/recommend corrective/preventive actions to help preventing issues from recurring in the future. |
| Weekly | <ul style="list-style-type: none"> • Conduct impact analysis of patch/ upgrade and dependencies. • Monitor compute performance for threshold limits. • Conduct storage and compute capacity planning. • Provide storage and compute utilization monitoring. • Purge old backups based upon LACA retention policies. • Provide proactive and reactive compute performance tuning. | <ul style="list-style-type: none"> • Review backup and recovery strategy. • Verify database logs. • Trouble shoot out-of-sync issues. • Assist with impact analysis of any changes made to the database objects. • Run batch processing jobs • Provide proactive and reactive database performance tuning | <ul style="list-style-type: none"> • Conduct impact analysis of patch/ upgrade and dependencies. • Receive alert notifications for metrics which have crossed thresholds defined by LACA. • Monitor configuration and deployment consistency across development, production and Supported Environments. • Review memory, CPU, storage, JVM, memory pool, DB connection pool thresholds for monitoring, alerts. |

Exhibit A – Statement of Work (SOW)
 Assessor Modernization Project (AMP)
 Oracle Managed Support Services

| | Oracle Cloud Infrastructure (OCI) | Database (DB) | Middleware Infrastructure (MW) |
|-----------------------|--|--|--|
| Proactive and Planned | <ul style="list-style-type: none"> Follow the Patch Policy Recommend and apply upgrades. Upgrade environments to be in sync across the Supported Environments Provide release management efforts for all Supported Environments Provide test automation, regression testing, and performance testing. Review, assess and apply critical patch updates and patch set updates in accordance with the Patch Policy. | <ul style="list-style-type: none"> Follow the Patch Policy Recommend and apply upgrades. Review, assess and apply critical patch updates and patch set updates in accordance with the Patch Policy. | <ul style="list-style-type: none"> Follow the Patch Policy Recommend and apply upgrades. Review, assess and apply critical patch updates and patch set updates in accordance with the Patch Policy. |
| Health Checks | <ul style="list-style-type: none"> Monitor for CPU, memory, storage threshold violations and configure alerts, notifications for same. Create Tickets on LACA's behalf, and work with LACA towards the definition of priority and resolution. Review critical OS patches for VMs. Recommend and perform corrective actions as per the guidelines mutually agreed. | <ul style="list-style-type: none"> Monitor for CPU, memory, storage threshold violations and configure alerts and notifications for the same. | <ul style="list-style-type: none"> Monitor "heart-beat" for middleware applications running on the domains in scope. Configure alerts and notifications for potential issues. Monitor for critical patches and recommend/ patches, as per the Patch Policy and in compliance with the product certification matrix. Monitor for CPU, memory, storage threshold violations and configure alerts and notifications for the same. |

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: Kevin Lechner
Title: 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 MANAGER:

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

COUNTY'S PROJECT MONITOR:

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

COUNTY'S CONTRACT ANALYST:

Name: Sarah Truong
Title: Administrative Services Manager II
Address: 500 West Temple Street, Room 304
Los Angeles, CA 90012
Telephone: 213-643-3906
E-mail Address: struong@assessor.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Oracle America, Inc.

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER(S):

Name: Roger Wagstaff

Title: AMP Program Director

Address: Remote Worker

Telephone: 778-987-4738

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

Name: Kundaragundi Umashankar

Title: Service Delivery Manager

Address: Remote Worker

Telephone: 678-429-9932

E-mail Address: 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

COUNTY'S INFORMATION SECURITY POLICY
EXHIBIT I

INFORMATION SECURITY POLICY

This Exhibit sets forth information security procedures to be established and maintained throughout the Term of the Agreement. These procedures are part of the Agreement between the Parties. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Confidentiality.** Confidentiality and the handling of Confidential Information and Personal Data are addressed in Paragraph 12.0 of the Agreement.
3. **Subcontractors.** Confidentiality agreements for subcontractors are addressed in Sub-paragraph 8.7 of the Agreement.
4. **Contractor's Use of County Information.** The Contractor may use County Data only in accordance with the requirements of the Agreement. The Contractor shall collect, maintain, or use County Data only in accordance with the provisions of the Agreement, including without limitation Paragraph 12.0 and 16.0 of the Agreement.
5. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical, logical, or administrative security controls designed to prevent transfer of Personally Identifiable Information to any form of unencrypted Removable Media. For purposes of this Exhibit, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

6. **Data Encryption.** The Contractor will encrypt County Data transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol.

7. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. As applicable network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and
 - d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with the Security and Privacy Incidents provision set forth below.

9. Audits

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a 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.

10. Security and Privacy Incidents

In the event of a Personal Information Breach (as defined in the Data Processing Agreement), the Contractor shall:

Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, as provided in the Data Processing Agreement. All notifications shall be submitted via email and/or telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond

Chief Information Security Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5660

JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

Vince Diep
Departmental Information Security Officer
500 W. Temple, 3rd Floor
Los Angeles, CA 90012
(213) 635-5046
VDiep@assessor.lacounty.gov

Contractor will cooperate with County by providing:

- A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified in accordance with Oracle's Data Processing Agreement.
- Continued commercially reasonable assistance and cooperation with the County until the Incident has been resolved and closed.

11. 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 shall 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 contract period, the Contractor will be granted access to the County's private GitLab repository. Contractor shall 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.

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines [WCAG 2.1](#):** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing

keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.

- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.

- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

E. Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

F. Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

G. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

H. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.

- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

I. Monitoring and Enforcement

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

SOLE SOURCE CHECKLIST

Department Name: OFFICE OF THE ASSESSOR

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item. |
|-------------------------------------|---|
| <input type="checkbox"/> | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i> |
| <input type="checkbox"/> | ➤ Compliance with applicable statutory and/or regulatory provisions. |
| <input type="checkbox"/> | ➤ Compliance with State and/or federal programmatic requirements. |
| <input type="checkbox"/> | ➤ Services provided by other public or County-related entities. |
| <input checked="" type="checkbox"/> | ➤ Services are needed to address an emergent or related time-sensitive need. |
| <input type="checkbox"/> | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement. |
| <input checked="" type="checkbox"/> | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. |
| <input type="checkbox"/> | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods. |
| <input type="checkbox"/> | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods. |
| <input type="checkbox"/> | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. |
| <input type="checkbox"/> | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract. |
| <input checked="" type="checkbox"/> | ➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

René Phillips Digitally signed by René Phillips
Date: 2026.05.20 11:10:03 -07'00'

Chief Executive Office

Date