



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: May 13, 2026

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Tami Omoto-Frias, 1st Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 359163428# or [Click here to join the meeting](#)

Teams Meeting ID: 296 429 091 989 41

Passcode: jZ9Ch2sJ

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S):

[Any informational item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]

A) Board Letter:

LEASE AMENDMENT
THE COLBURN SCHOOL
120 SOUTH OLIVE STREET, LOS ANGELES
CEO/RE - Kristal Ghil, Senior Real Property Agent

3. BOARD MOTION ITEM(S):

None.

4. DISCUSSION/PRESENTATION ITEM(S):

A) Board Letter:

NEW BOARD POLICY – LEGAL REPRESENTATION IN ADMINISTRATIVE PROCEEDINGS
COUNTY COUNSEL - Shante Sylvester, Assistant County Counsel

B) Board Letter:

REQUEST TO AUTHORIZE PURCHASE OF NETAPP AFF A90 STORAGE SYSTEM FOR THE REGISTRAR-RECORDER/COUNTY CLERK
RR/CC - Aman Bhullar, Assistant Registrar-Recorder/County Clerk

C) Board Letter:

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)
ASR/CIO - Kevin Lechner, Departmental Chief Information Officer II

D) Board Letter:

NOTICE OF INTENTION TO PURCHASE
PURCHASE AGREEMENT
TWO YEAR LICENSE AGREEMENT
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 7A006
14430 VANOWEN STREET, LOS ANGELES
CEO/RE - Michael G. Rodriguez, Section Chief, County-Owned

E) Board Memo:

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77870 WITH MIDEO SYSTEMS INC., FOR FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
LASD/CIO - Cynthia Lopez, Contracts Manager

5. PUBLIC COMMENT

6. ADJOURNMENT

UPCOMING ITEMS FOR MAY 20,2026:

- A) APPROVAL TO EXECUTE SOLE SOURCE AMENDMENT EXTENSIONS TO SEVEN ON-CALL MASTER PLAN AND STRATEGIC FACILITIES PLANNING SERVICES AGREEMENTS
CEO-RE - Cesar Espinosa, Principal Analyst

- B) TRANSFER OF UNCLAIMED FUNDS TO THE LOS ANGELES COUNTY'S GENERAL FUND
TTC - Coia Walker, Operations Chief

- C) CASTRO PEAK MICROWAVE STATION FUEL TANK REPLACEMENT PROJECT CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A180
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACT
ISD/CEO-CP - Paige Bruyn, Capital Projects Section Manager

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/13/2026	
BOARD MEETING DATE	6/9/2026	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	ISD site	
SUBJECT	Request for delegated authority to the Chief Executive Officer to execute an amendment to an existing lease agreement with the Colburn School at the County-Owned site on 120 South Olive St., Los Angeles CA 90012.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current lease term expires on August 30, 2026.	
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): Up to 12 months.	
	Explanation: The County has been leasing space to the Colburn School for the same revenue that the lot would have otherwise received.	
PURPOSE OF REQUEST	To add monthly extension options not to exceed 12 months to allow Colburn additional time to complete their project, if needed.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has been leasing a portion of its parking lot to the Colburn School as Colburn constructs a new performing arts building on an adjacent lot. In addition to rent, Colburn will improve the County lot, as well as repave it. The current term expires on August 30, 2026 with no options to extend. Due to the uncertainty of the construction, Colburn has requested monthly options to extend not to exceed 12 months.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Kristal Ghil, Senior Real Property Agent CEO Real Estate Division 213-974-4453 KGhil@ceo.lacounty.gov	



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

INTERIM CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

June 9, 2026

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

Dear Supervisors:

**LEASE AMENDMENT
THE COLBURN SCHOOL
120 SOUTH OLIVE STREET, LOS ANGELES
(FIRST DISTRICT) (3-VOTES)**

SUBJECT

Approval of the proposed amendment (Amendment) to an existing lease with the Colburn School, a California non-profit public benefit corporation (Colburn), for continued use of a portion of the County-owned surface parking lot (AP26), located at 120 South Olive Street, Los Angeles, commonly referred to as the W-2 Parcel (Parcel). This lot has been used as a construction and staging site to facilitate Colburn's construction of a new performing arts educational building with a public plaza (Colburn Project) since November 30, 2023.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Amendment with Colburn is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the proposed activity.
2. Authorize and delegate authority to the Interim Chief Executive Officer, or his designee, to approve and execute the proposed Amendment to the lease with Colburn, to grant monthly options to extend the term of the original lease agreement not to exceed 12 months.

3. Authorize and delegate authority to the Interim Chief Executive Officer, or his designee, to negotiate, approve, execute and/or grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed Amendment, and the activities permitted under the proposed Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Colburn has been constructing a new world-class concert hall and dance rehearsal/flex building since late 2023 at 130 South Olive Street, on a parcel it owns that is immediately adjacent to the Parcel. Upon the project's completion, Colburn's dance division intends to relocate from the existing campus to the new center.

In order to facilitate construction of this project, on October 23, 2023, your Board of Supervisors (Board) authorized an approximate three-year lease with Colburn, during which period Colburn anticipated the completion of their project, as well as the grading, repaving, and restriping of the entire Parcel. During construction, the remaining portion of the Parcel has continued to be open and operational, providing continued parking for County of Los Angeles (County) employees. The lease is scheduled to terminate on August 31, 2026.

Due to unanticipated circumstances, Colburn has requested the option to extend the term of the lease as necessary to ensure completion of their project and meet their obligations to return the W-2 parcel as required in the lease. The proposed Amendment would provide monthly options to extend the term, not to exceed 12 months, which would provide enough flexibility for Colburn to be able to complete their work.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Amendment supports the County's North Star 3 of Realizing Tomorrow's Government Today and the implementation of Flexible and Efficient physical infrastructures to meet the needs of our constituents (Focus Area Goal F), through the implementation of Strategy ii., to Modernize Infrastructure. Upon executing the proposed Amendment, Colburn will be able to complete its performing arts center, and the County will continue to receive its current revenue stream and also receive the surface parking lot in a greatly improved condition upon surrender, and a smoother and longer-lasting pavement surface, increasing its life span and effectiveness.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County by entering into the proposed Amendment. The rent amount and continued payments from the County employees who use the parking lot would maintain the status quo of revenue generated from AP26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All of the existing terms and conditions of the previously approved lease would continue to apply during any option periods, including the monthly rent payment.

The proposed Amendment has been approved as to form by County Counsel and agreed to by Colburn and is authorized by Government Code Section 25536.

ENVIRONMENTAL DOCUMENTATION

On October 3, 2023, your Board authorized the lease, found that it was exempt from CEQA and approved related actions. The proposed Amendment, which continues the following activities from the previously executed lease: construction staging, storage, and other construction-related uses, the lessening of slopes, the removal of bushes and trees, the installation of a drainage system, the relocation of electrical meters, and the grading, repaving, and restriping of the parking lot are categorically exempt from the provisions of CEQA pursuant to sections 15301 (a) and (d) (Existing Facilities), 15302 (b) (Replacement or Reconstruction), 15303 (d) (New Construction or Conversion of Small Structures), 15311 (Accessory Structures), and 15332 (Infill Development) of the State CEQA Guidelines, and Class 1 (c), (j) and (m), Class 2, (a), (b) and (e), and Class 11 (f) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the activities are within certain classes of projects that have been determined not to have a significant effect on the environment. There will be negligible, or no expansion of use and replacement features will have the same purpose and capacity. In addition, based on the records of the proposed activities, they will comply with all applicable regulations, and are not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indication that they may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

The Honorable Board of Supervisors
June 9, 2026
Page 4

Upon your Board's approval of the recommended action, the Chief Executive Office will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services.

Respectfully submitted,

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

JMN:JG:JTC
JLC:HD:MGR:kg

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

**AMENDMENT NO. 1 TO
LEASE AGREEMENT
THE COLBURN SCHOOL**

THIS AMENDMENT NO. 1 TO THE LEASE AGREEMENT NO. 100037 (together with all exhibits, attachments, and schedules hereto, if any Amendment No. 1) is made and entered into this ____ day of _____, 2026 (the Effective Date) by and between the COUNTY OF LOS ANGELES, a body corporate and politic (Lessor or County) acting by and through its Chief Executive Office, and THE COLBURN SCHOOL, a California nonprofit public benefit corporation (Lessee or Colburn).

RECITALS:

- A. WHEREAS**, Lessor is the owner of property, a portion of which is currently used for a County employee parking lot, within Downtown Los Angeles, in proximity to property owned and currently being developed by the Lessee, located at 120 South Olive Street, Los Angeles, California 90012 (the Lessor Property).
- B. WHEREAS**, on October 13, 2023, the County and Colburn entered into that certain Lease Agreement No. 100037 (Agreement) to which the County allowed Colburn the temporary use of a portion of the Lessor Property for a construction area and to make certain improvements as described in the Agreement.
- C. WHEREAS**, the Agreement commenced on November 30, 2023 and will expire no later than August 30, 2026.
- D. WHEREAS**, Colburn wishes, and County agrees, to amend the Agreement to add options to extend the term, if needed.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed to be a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Amendment to Agreement. In Section 2 "Term", a new section D shall be added:

"Options to Extend. County shall grant to Colburn monthly options to extend the Expiration Date of the Primary Term, not to exceed 12 months, and such extension periods shall be subject to the same terms and conditions set forth in the Agreement. To elect an applicable option to extend, Colburn shall notify the County no later than thirty (30) days prior to the expiration of the then applicable term. If an option to extend is exercised, the Expiration Date for the Primary Term and the commencement and expiration dates of the Construction Term shall be extended accordingly.
2. Ratification. Except as amended by the provisions of this Amendment No. 1, the terms and provisions of the Agreement remain in full force and effect. County and Colburn ratify and affirm the Agreement as amended by this Amendment No. 1.

3. Choice of Law. The terms and provisions of this Amendment No. 1 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws and provisions.
4. Entire Agreement and Modification. The Agreement as modified by this Amendment No. 1 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Colburn and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Colburn. This Amendment No. 1 shall be deemed to be incorporated into the Agreement and made a part thereof. All references to the Agreement in any other document shall be deemed to refer to the Agreement as modified by this Amendment No. 1. In the event that the terms of this Amendment No. 1 conflict with the terms of the Agreement and its schedules, the terms of this Amendment No. 1 shall control. Neither County nor Colburn has been induced to enter into this Amendment No. 1 by, nor is County or Colburn relying upon, any representation or warranty other than those set forth in this Amendment No. 1. Any agreement made after the date of this Amendment No. 1 shall be ineffective to amend this Amendment No. 1, in whole or in part, unless such agreement is in writing, is signed by County and Colburn, and specifically states that the agreement amends or modifies this Amendment No. 1 or the Agreement, as amended by this Amendment No. 1.
5. No Drafting Presumption. The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 1.
6. Partial Invalidity. If any term, covenant or provision of this Amendment No. 1 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 1, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 1 will be valid and enforceable to the fullest extent permitted by law.
7. Construction. Unless the context clearly requires otherwise, in this Amendment No. 1 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation, or other provision of this Amendment No. 1 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 1, unless otherwise expressly provided in this Amendment No. 1.
8. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in Agreement, as amended by this Amendment No. 1.
9. Captions. The captions to the sections in this Amendment No. 1 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 1.

10. Counterparts. This Amendment No. 1 may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. The parties contemplate that they may be executing counterparts of this Amendment No. 1 transmitted by facsimile or email in PDF format and agree and intend that a signature by either facsimile machine or email in PDF format shall bind the party so signing with the same effect as though the signature were an original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the County and Colburn have executed this Amendment No. 1 as of the Effective Date.

THE COLBURN SCHOOL,
A California nonprofit public benefit corporation:

By: 

Maeesha Merchant
EVP | CFOO

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 

Amy Cooper
Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/13/2026		
BOARD MEETING DATE	6/9/2026		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	County Counsel		
SUBJECT	New Board Policy – Legal Representation in Administrative Proceedings		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	Funding source:	
	\$ N/A	N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approval of the recommendation would authorize County Counsel to approve or deny the provision of a defense in an administrative proceeding for a County employee or former employee pursuant to Government Code section 995.6, and to approve the payment of fines, fees or costs arising from the administrative proceeding not exceeding \$20,000.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Currently, requests to approve the provision of a defense in an administrative proceeding for a County employee are reviewed by County Counsel, placed on a meeting agenda of the Board of Supervisors (Board) after County Counsel's review, and approved by the Board. This policy would delegate to County Counsel the authority to approve requests for a defense.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Shante Sylvester, Assistant County Counsel, 213-808-8731, ssylvester@counsel.lacounty.gov		



County of Los Angeles

June 9, 2026

Dawyn R. Harrison
County Counsel

Board of Supervisors

Hilda L. Solis
Supervisor, First District

Holly J. Mitchell
Supervisor, Second District

Lindsey P. Horvath
Supervisor, Third District

Janice Hahn
Supervisor, Fourth District

Kathryn Barger
Supervisor, Fifth District



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

Dear Supervisors:

**NEW BOARD POLICY – LEGAL REPRESENTATION IN
ADMINISTRATIVE PROCEEDINGS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of a Countywide policy to grant the Office of the County Counsel (County Counsel) the authority to approve or deny the provision of a defense in an administrative proceeding for a County of Los Angeles (County) employee or former employee (employee) pursuant to Government Code section 995.6.

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the proposed Legal Representation in Administrative Proceedings Policy (Policy).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to delegate authority to County Counsel to determine whether the County should provide a defense for an employee in an administrative proceeding, pursuant to Government Code section 995.6.

FISCAL IMPACT/FINANCING

The recommended action will have no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Government Claims Act (Act) permits, but does not require, a public entity to provide for the defense of an administrative proceeding brought against an employee if the administrative proceeding is brought on account of an act or omission in the scope of the employee's employment and the public entity determines that providing the defense would be in the best interests of the public entity, that the employee acted, or failed to act, in good faith, without actual malice, and in the apparent interests of the public entity. (Government Code section 995.6.)

The Act does not prescribe a specific process by which a public entity should determine whether to provide for the defense of an employee or former employee in an administrative proceeding. Currently, County departments seek approval from your Board to provide for such a defense. The Policy delegates to County Counsel the authority to approve the provision of a defense in an administrative proceeding for an employee in accordance with the standards set in the Government Claims Act. It further delegates to County Counsel the authority to approve the payment of fines, fees or costs not exceeding \$20,000 in the administrative proceeding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed policy would more efficiently provide a defense for County employees in administrative proceedings, where appropriate.

CONCLUSION

Approval of the Policy will ensure employees who acted within the scope of their employment, in good faith, and in the apparent interests of the County receive an expeditious defense in administrative proceedings.

Respectfully submitted,

DAWYN HARRISON
County Counsel

Enclosure

c: Joseph Nicchitta, Acting Chief Executive Officer
Edward Yen, Executive Officer, Board of Supervisors



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
0.000	Legal Representation in Administrative Proceedings	00/00/00

PURPOSE

Delegates to the Office of the County Counsel (County Counsel) the authority to determine whether to provide for the defense of a County of Los Angeles (County) employee or former employee (employee) in an administrative proceeding arising from an act or omission in the employee's or former employee's scope of employment.

REFERENCE

California Government Code sections [995.6](#), [996](#), [23005](#), [31000](#)

[Board Policy 20.170 Contracts for Legal Services](#)

POLICY AND PROCEDURES

Background:

The County is legally authorized, but not required, to provide for the defense of an employee in an administrative proceeding brought against the employee. The administrative proceeding must be brought on account of an act or omission that occurred in the scope of the employee's employment with the County. The County must also determine that providing such a defense would be in the best interest of the County, and that the employee acted, or failed to act, in good faith, without actual malice and in the apparent interest of the County.

Policy:

County Counsel is authorized to provide for the defense of a County employee or former employee if County Counsel determines the requirements of Government Code section 995.6 have been met. In accordance with Government Code section 996, the employee's defense may be provided by retaining outside counsel.

To obtain County-provided representation, the employee must enter into an agreement with the County in which the County reserves the right to withdraw its defense at any time if County Counsel determines that: (1) the employee did not act within the scope of their employment; (2) the employee did not act in good faith, without actual malice, or in the apparent interest of the County; (3) the defense is not in the best interest of the County; or (4) the employee is failing or has failed to cooperate with the defense.

Determinations to provide a defense are to be made on a case-by-case basis. If an employee chooses not to have a County-provided defense in an administrative proceeding, the employee may be precluded from later receiving a defense from the County, including receiving payment or reimbursement of attorneys' fees from the County for an independently-retained attorney, in that same administrative proceeding or an administrative proceeding arising from the same or substantially similar facts.

County Counsel is authorized to approve payment of fines, fees, or costs not exceeding \$20,000 in the administrative proceeding if County Counsel determines the requirements of Government Code section 995.6 have been met.

RESPONSIBLE DEPARTMENT

County Counsel

DATE ISSUED/SUNSET DATE

Issue Date: XXXX, 2026

Sunset Review Date: XXX, 2030

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/13/2026		
BOARD MEETING DATE	6/9/2026		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Registrar-Recorder/County Clerk		
SUBJECT	REQUEST TO AUTHORIZE THE PURCHASE OF NETAPP AFF A90 STORAGE SYSTEM FOR THE DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK (FOURTH DISTRICT) (3 VOTES)		
PROGRAM	Facilities		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EQLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: Estimated at \$400,000.00	Funding source: This was budgeted within the Department's existing Fiscal Year 2025-2026 Final Adopted Budget.	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of the NetApp AFF A90 Storage System (System), with a total estimated cost of \$400,000. This will include a four (4)-year technical support term. Purchasing the System and replacing the NetApp 2750 storage system will directly support the County's obligation to conduct accurate, timely, and secure elections. Key benefits of the System include: <ul style="list-style-type: none"> • Enhanced Cybersecurity – Latest software updates that will improve cybersecurity and compliance risks. • Significantly Improved Performance – All flash architecture will enable substantially faster read/write operations, improve ballot generation, tally image processing, ballot review, and election results reporting timelines. • Enhanced System Stability and Reliability - Modern hardware and redundancy features will reduce failure risks and improve overall System availability during elections. • Increased Data Transfer Efficiency - High-speed data movement will support faster data loading, replication, backup, and disaster recovery operations. • Long-Term Vendor Support - The System will include ongoing manufacturer support, firmware updates, and security enhancements. • Scalability and Future Readiness - The System will support future growth in ballot volumes, data retention requirements, and System modernization initiatives. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	The NetApp 2750 storage system is in the late stages of its product lifecycle. The NetApp 2750 storage system is no longer sold by the manufacturer, it no longer receives new software feature development or long-term vendor support, and parts availability have become increasingly constrained. As the current system continues to age, it has become more difficult and costly to maintain, and service times may increase due to potential difficulties in sourcing replacement parts. The NetApp 2750 storage system's legacy architecture also limits performance, scalability, and compatibility with newer storage and security features available on newer System platform.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Aman Bhullar Assistant Registrar-Recorder/County Clerk (562) 462-2714 abhullar@rrcc.lacounty.gov Ivan Masayon Assistant Registrar-Recorder/County Clerk (562) 462-2652 imasayon@rrcc.lacounty.gov		



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

June 9, 2026

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

Dear Supervisors:

REQUEST TO AUTHORIZE PURCHASE OF NETAPP AFF A90 STORAGE SYSTEM FOR THE REGISTRAR-RECORDER/COUNTY CLERK (FOURTH DISTRICT) (3 VOTES)

SUBJECT

The Department of Registrar-Recorder/County Clerk (RR/CC) seeks Board approval to purchase a new NetApp All Flash Fabric Attached A90 storage system (System) to process and retain digital images of ballots during each election. The System will replace the current NetApp 2750 storage system, which is over eight (8) years old and due for end-of-life replacement. The new system will be installed and configured by a certified installation company. It will also include a four-year technical service and support warranty.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of the System, with a total estimated cost of \$400,000. This will include a four (4)-year technical support term.
2. Delegate authority to the RR/CC or designee to execute documents, agreements or amendments associated with the acceptance and use of the System at the Department, with County Counsel to approve as to form.
3. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

RR/CC currently uses the NetApp 2750 storage system to store images of ballots processed during each election. However, the NetApp 2750 storage system is in the late stages of its product lifecycle. The NetApp 2750 storage system is no longer sold by the manufacturer, it no longer receives new software feature development or long-term vendor support, and parts availability have become increasingly constrained. As the current system continues to age, it has become more difficult and costly to maintain, and service times may increase due to potential difficulties in sourcing replacement parts. The NetApp 2750 storage system's legacy architecture also limits performance, scalability, and compatibility with newer storage and security features available on newer system platform. By contrast, the System has stronger security features, including protection against ransomware, extra sign-in security, activity tracking, and tools that help meet security and compliance requirements.

Additionally, over the last eight (8) years, the County's VSAP Tally System has become increasingly complex and now requires more scanners to support the required scale and speed of ballot processing. As a result, the NetApp 2750 storage system is no longer adequate to meet current operational demands, creating bottlenecks during peak election activity and elevating operational risk.

Based on the foregoing, the RR/CC is recommending purchase of the new System. Purchasing the System and replacing the NetApp 2750 storage system will directly support the County's obligation to conduct accurate, timely, and secure elections. Key benefits of the System include:

- **Enhanced Cybersecurity** – Latest software updates that will improve cybersecurity and compliance risks.
- **Significantly Improved Performance** – All flash architecture will enable substantially faster read/write operations, improve ballot generation, tally image processing, ballot review, and election results reporting timelines.
- **Enhanced System Stability and Reliability** - Modern hardware and redundancy features will reduce failure risks and improve overall System availability during elections.
- **Increased Data Transfer Efficiency** - High-speed data movement will support faster data loading, replication, backup, and disaster recovery operations.
- **Long-Term Vendor Support** - The System will include ongoing manufacturer support, firmware updates, and security enhancements.
- **Scalability and Future Readiness** - The System will support future growth in ballot volumes, data retention requirements, and System modernization initiatives.

FISCAL IMPACT/FINANCING

The RR/CC is requesting the Board of Supervisors to approve the solicitation and acquisition of the System, including the corresponding installation and support contract (4-year) during the Fiscal Year (FY) 2025-2026 budget, with an amount not to exceed

\$400,000. This amount was budgeted within the RR/CC's existing Fiscal Year 2025-2026 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This request complies with the County Equipment Policy that your Board approved on October 16, 2001. This policy requires that departments obtain Board approval to purchase equipment with a cost of \$250,000 or greater, prior to submitting the requisition to ISD.

The proposed actions to solicit and acquire a replacement System for the RR/CC are exempt from the CEQA pursuant to California Code of Regulations, Title 14, Section 15301 (Existing Facilities).

CONCLUSION

The System will ensure ballot images are stored safely and securely for RR/CC conducted elections. The RR/CC respectfully recommends the acquisition of the System through ISD as the County Purchasing Agent, together with technical service and support warranty for the System, and System installation and configuration services to be performed by a certified installation company.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:JJ
IM:js

c: Executive Office Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/13/2026	
BOARD MEETING DATE	6/9/2026	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Office of the Assessor (Assessor)	
SUBJECT	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)	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: AMP has been developed with specialized software and professional services. There are no other vendors with the familiarity of the Assessor's critical systems, environments and infrastructure to provide this service.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	AMP Application Management Support Services (AMSS) contract expires in May 2026 and AMP Phase V is scheduled to conclude in July 2026.	
COST & FUNDING	Total cost: \$30,729,600 (maximum potential term of 5 years (3 years with two 1-year renewal options))	Funding source: The funding will be requested via the annual budget process.
	TERMS (if applicable):	
	Explanation: 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.	
PURPOSE OF REQUEST	With Phase V of AMP scheduled to conclude in July 2026, a sole source agreement with Oracle to provide continuous application management and support services for the AMP application, its supporting Oracle cloud hosted environments and services will ensure system continuity and sustain support for a fully integrated and modernized assessment system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	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 the AMP. AMP is a five (5) phase agile software development project, co-developed with Oracle, and scheduled to end in July 2026.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Kevin Lechner, CIO, 213-635-5071, KLechner@assessor.lacounty.gov 	



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,

Reviewed by:

JEFFREY PRANG
Assessor

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

DRAFT



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>Change Order</u>	4
<u>2.6</u>	<u>Contractor</u>	5
<u>2.7</u>	<u>Contractor Works</u>	5
<u>2.8</u>	<u>Contractor’s Project Director</u>	5
<u>2.9</u>	<u>Contractor’s Project Manager</u>	5
<u>2.10</u>	<u>County Data</u>	5
<u>2.11</u>	<u>County’s Project Director</u>	5
<u>2.12</u>	<u>County’s Project Manager</u>	5
<u>2.13</u>	<u>Day(s)</u>	6
<u>2.14</u>	<u>Deliverable(s)</u>	6
<u>2.15</u>	<u>Effective Date</u>	6
<u>2.16</u>	<u>Fees</u>	6
<u>2.17</u>	<u>Fiscal Year</u>	6
<u>2.18</u>	<u>Joint Property</u>	6
<u>2.19</u>	<u>Personal Data</u>	6
<u>2.20</u>	<u>Services</u>	6
<u>2.21</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
<u>5.0</u>	<u>[INTENTIONALLY OMITTED]</u>	8

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
<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>7.10</u>	<u>Taxes</u>	12
<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
11.5	<u>[Intentionally Omitted]</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>	25
13.1	<u>Amendments</u>	25
13.2	<u>Change Notice</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

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
20.1	<u>Responsible Contractor</u>	28
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>	32
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
22.10	<u>Application of Excess Liability 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>	34
23.4	<u>Technology Errors and Omissions Insurance</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

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
<u>25.3</u>	<u>Force Majeure</u>	37
<u>25.4</u>	<u>[Intentionally Omitted]</u>	38
<u>25.5</u>	<u>Notices</u>	38
<u>25.6</u>	<u>Governing Law, Jurisdiction, and Venue</u>	38
<u>25.7</u>	<u>Independent Contractor Status</u>	38
<u>25.8</u>	<u>Validity</u>	39
<u>25.9</u>	<u>Waiver</u>	39
<u>25.10</u>	<u>Non Exclusivity</u>	39
<u>25.11</u>	<u>Counterparts and Electronic Signatures and Representations</u>	40
<u>25.12</u>	<u>Effectiveness</u>	40
<u>25.13</u>	<u>Agreement Drafted by All Parties</u>	40
<u>25.14</u>	<u>No Third Party Beneficiaries</u>	40
<u>26.0</u>	<u>ADDITIONAL TERMS</u>	40
<u>26.1</u>	<u>Time Off For Voting</u>	40
<u>26.2</u>	<u>Recycled Bond Paper</u>	41
<u>26.3</u>	<u>Contractor’s Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law</u>	41
<u>26.4</u>	<u>Notice to Employees Regarding the Federal Earned Income Credit</u>	41
<u>26.5</u>	<u>Fair Labor Standards</u>	41
<u>26.6</u>	<u>Compliance with Civil Rights Laws</u>	42
<u>26.7</u>	<u>Warranty against Contingent Fees</u>	42
<u>26.8</u>	<u>Contractor’s Warranty of Adherence to County’s Child Support Compliance Program</u>	42
<u>26.9</u>	<u>Termination for Breach Of Warranty to Maintain Compliance with County’s Child Support Compliance Program</u>	43
<u>26.10</u>	<u>Warranty of Compliance with County’s Defaulted Property Tax Reduction Program</u>	43
<u>26.11</u>	<u>Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program</u>	43
<u>26.12</u>	<u>Compliance with the County’s Jury Service Program</u>	44
<u>26.13</u>	<u>[Intentionally Omitted]</u>	45
<u>26.14</u>	<u>Termination for Non-Adherence of County Lobbyist Ordinance</u>	45

**REQUIRED AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
26.15	<u>Consideration of Hiring County Employees Targeted for Layoff of are on a County Re-Employment List</u>	45
26.16	<u>Consideration of Hiring GAIN/START Participants</u>	45
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>	48
27.4	<u>Disabled Veteran Business Enterprise (DVBE) 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>	50
27.7	<u>Prohibition from Participation in Future Solicitation(s)</u>	51
27.8	<u>Campaign Contribution Prohibition Following Final Decision in Contract Proceeding</u>	51
27.9	<u>Compliance with County’s Women in Technology Hiring Initiative</u>	51
27.10	<u>Digital Accessibility Requirements</u>	51
28.0	<u>SURVIVAL</u>	52
SIGNATURE		53

**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

DRAFT

**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 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 continuous 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, B, C, D, E, F, G, H, 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 Change Order

A change order (pursuant to the Change Order process set forth in the SOW) duly authorized under the terms of this Agreement in accordance with Sub-paragraph 13.2 (Change Notice).

2.6 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.

2.7 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.

2.8 Contractor's Project Director

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

2.9 Contractor's Project Manager

The individual designated by Contractor to administer the 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.

2.10 County Data

All of County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement 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."

2.11 County's Project Director

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

2.12 County's Project Manager

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

2.13 Day(s)

Calendar day(s) unless otherwise specified.

2.14 Deliverable(s)

Any item(s) identified as a deliverable in Exhibit A (Statement of Work).

2.15 Effective Date

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

2.16 Fees

That certain fee amount as specified in Exhibit A (Statement of Work) to be paid by County to Contractor for all Services.

2.17 Fiscal Year

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

2.18 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.

2.19 Personal Data

Personal Information, as defined in the Data Processing Agreement.

2.20 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.

2.21 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 Eighteen Million Dollars (\$18,000,000), as detailed in Exhibit A.

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, Service Level Commitments for AMSS, of Exhibit A, Statement of Work.

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 as they occur.

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 notify County in writing of any changes as they occur.

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

11.2 Contractor's Project Manager

11.2.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor must notify County in writing of any changes as they occur.

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

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

11.3 Approval of Contractor's Staff

County, acting in good faith and for any lawful reason, has the absolute right to require the immediate removal of any of Contractor's staff performing work hereunder. County further has the right to interview, and approve any proposed changes with respect to, Contractor's Project Manager. Contractor will use

commercially reasonable efforts to keep County informed of, and to minimize disruption caused by, changes in Contractor's key staff personnel (i.e., project administration and technical leads).

11.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities, 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 staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

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

11.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to County on the next business day after the staff has been removed from working on 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 13.2.

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 for 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 Notice

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

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 18.0, 20.0, 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 (County Indemnitees) from and against any and all third party claims for personal injury, bodily injury, and real or tangible personal property damage caused by Contractor (and including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice will relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County will provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense will be conducted by Contractor and counsel of its choice. Notwithstanding the foregoing, County will have the right to participate in any such defense at County's sole cost and expense. "Tangible personal property" does not include software, data or data files.

21.2 Intellectual Property Indemnification

21.2.1 Contractor will defend County (at Contractor's sole expense), its officers, employees, and agents, from and against any and all claims of a third party that a Deliverable provided by Contractor (the "Indemnified Item") infringes such third party's patent or copyright, or misappropriate such third party's trade secret; and subject to 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, Contractor and County must submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 24.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 24.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's vice president or equivalent and the Director. These persons will have ten (10) days to attempt to resolve the dispute.
- 24.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 24.8 All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 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, 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 26.8 (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 26.10 (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 entitles SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 27.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 27.3.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 27.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, will:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of 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 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.

27.9 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.

27.10 Digital Accessibility Requirements

Contractor must ensure that any changes, updates, patches, or configurations performed by Contractor do not materially degrade the existing accessibility compliance of the County's websites, webpages, and mobile applications. Contractor must comply with Exhibit J (Digital Accessibility Requirements) solely to the extent applicable to the services performed under this Agreement. Contractor is not responsible for remediating pre-existing accessibility deficiencies, if any, unless explicitly authorized by County through a separate statement of work.

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)

Sub-paragraph 11.6.2 (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Subparagraph 11.6 (Employment Eligibility Verification) during the Agreement Term)

Paragraph 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)

Paragraph 0 (General Provisions for All Insurance Coverage)

Paragraph 0 (Insurance Coverage)

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 (Fair Labor Standards) (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Sub-paragraph 26.5 (Fair Labor Standards) during the Agreement Term)

Sub-paragraph 27.7 Prohibition from Participation in Future Solicitation(s)

Sub-paragraph 27.8 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Sub-paragraph 27.9 (Compliance with County's Women in Technology Hiring Initiative)

Sub-paragraph 27.10 (Digital Accessibility Requirements)

Sub-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

DRAFT



Oracle America, Inc.

STATEMENT OF WORK
Oracle Managed Support Services

DRAFT

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.....	28
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.....	39
Appendix 4 to Exhibit A - Service Level Commitments for AMSS	42
Appendix 5 to Exhibit A – Change Process	46
Appendix 6 to Exhibit A - Proactive Monitoring and Maintenance Activities	48

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.....	42
Appendix 4 Table 2: AMP AMSS Availability Service Level Commitment	42
Appendix 6 Table 1: AMSS – Proactive Monitoring and Maintenance Activities.....	48

Table of Figures

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

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EXHIBIT A

STATEMENT OF WORK

Agreement: This Statement of Work ("**Statement of Work**" or "**SOW**") incorporates by reference the terms of the Agreement (as has been or may be further amended from time to time, the "**Agreement**") between Oracle America, Inc. and the County of Los Angeles ("**LAC**", "**LA County**", "**You**", or "**Your**") dated 09-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) - MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

The primary objective of this Application Management Support Services (AMSS) 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 comprehensive application management support services, including infrastructure management, application management, and incident management, to maintain system stability, optimize performance, and support reliable service delivery to end users for LA County Assessor and 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 AMSS 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** as part of the Oracle Managed Support Services contract.
4. "Application Management Services" are those AMSS described in this **Section I subsection D** relating to software maintenance in connection with the AMP application.
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. "AMSS Coverage" is the environment specific coverage for the AMP environments. Collectively known as the "Supported Environments" they are hosted on LACA's Oracle Cloud Infrastructure (OCI) and include.
 - a. The Production ("PROD") and Disaster Recovery ("DR") environments, which are collectively referred to herein as the "Supported Production Environments".
 - b. Other than the Supported Production Environments, all other environments are collectively referred to herein as the "Supported Non-Production Environments" which include 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.
8. "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).
9. "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.

10. "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.
11. "Defect" means a failure of the AMP application to operate according to the defined requirements and specifications.
12. "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.
13. "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.
14. "Incident Management Services" include those AMSS, described in this **Section I**, to be provided for the resolution of Incidents raised regarding the AMP application or the Supported Environments.
15. "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).
16. "Infrastructure Management Services" are those Application Management Services described in this **Section I** provided to maintain the Supported. This includes the testing, provision, configuration, optimization, support and maintenance of the Supported Environments, including capacity planning.
17. "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.
18. "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.
19. "Maintenance Ticket" is a Ticket raised by Oracle as part of AMSS to cover maintenance work.
20. "Non-incident Ticket Resolution Activity" are the activities that are not raised as part of the incident management process. This resolution activity will occur during approved maintenance windows, as mutually agreed.
21. "Period of Services Coverage". The 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.
22. "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").
 23. "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.
 24. "Proactive Ticket" is a Ticket raised by Oracle as part of AMSS to cover work that is required as a result of proactive work and regular monitoring.
 25. "Service Level Commitment" "Service Level Commitment" has the meaning given to such term in **Appendix 4.1 – Service Level Commitments for AMSS**.
 26. "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 **Section I.D. – Service Level Commitments for AMSS**.
 27. "Service Requests" are Tickets raised by LACA or Oracle to cover work or information required, along with Service requests (SRs) opened with Oracle support.
 28. "Severity Levels" for AMSS 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. It requires immediate "all-hands-on-deck" response, 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. Sev 1 service level credits 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.

29. "Third-party Vendors" are companies that You or LACA do business with that provide software or infrastructure to support AMP.
30. "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

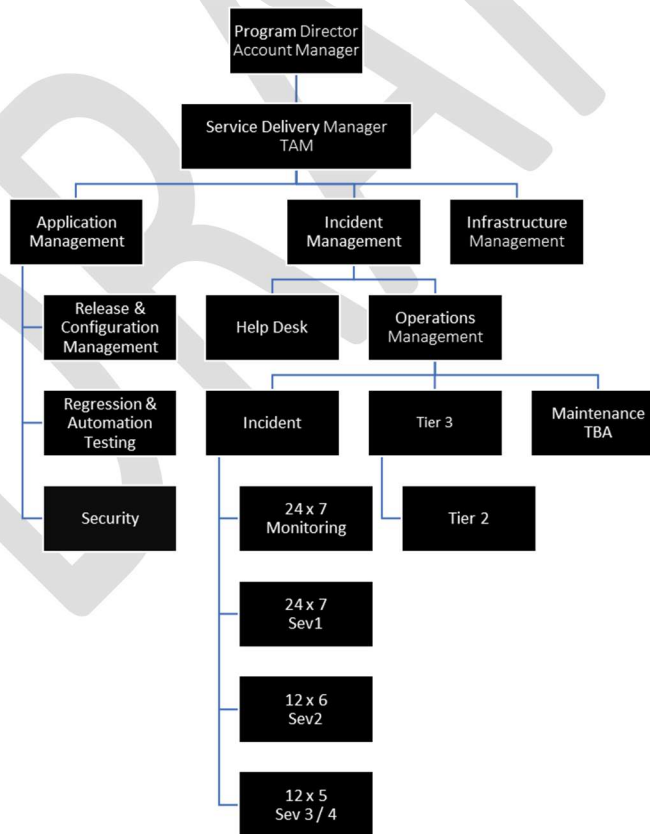
This Section describes the Application Management Support Services ("AMSS") to be provided by Oracle. The AMSS performed by Oracle under this **Exhibit A** shall be for the purpose of providing the Deliverables listed in **Section I.** of this **Exhibit A.** Services herein comprise the following categories 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

The AMSS will be provided by the following organization:

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 only, **Appendix 2** to this **Exhibit A – Initial Responsible Accountable Consulted Informed (“RACI”) Chart for AMSS** has been included for reference. Such appendix does not define or modify obligations of either party under this **Section I**.

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 Section I.D. – 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 the efficient running of the AMP Application in the Supported Production Environment and its supportive processes (e.g. batch jobs, data feeds, updates, upgrades and releases). Leads AMSS activities related to the creation, maintenance, capacity planning, Configuration Management and continuous improvement in the performance and availability of the AMP Application in the Supported Production environment to the LACA users. Leads automation team for automation of continuous system integration, 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. Coordinate 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 creation, maintenance, capacity planning, Configuration Management and performance optimization and high availability of the Supported Environments. • Coordinate with the Oracle SDM to set priorities and manage the workload of the Oracle Services Consultants.
Oracle AMSS Consultant	<ul style="list-style-type: none"> • Provide, 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. Maintain the AMP environments infrastructure
 - i. Test, provision, configure, optimize, support, monitor and maintain the Supported Environments, including 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**. Product replacements to this list will be assessed for impact, documented and agreed by both parties prior to the decision to modify the list and agreed through the change process (See **Appendix 5 – Change Process**).
- b. Provide a current Oracle product stack
 - i. Monitor, proactively, for major releases, minor releases, patches, and maintenance updates.
 - ii. Provide LACA with a quarterly documented upgrade roadmap identifying all applicable updates, including: technical product and infrastructure dependencies, risks and provide input on prioritization and timelines.
 - iii. Maintain the existing installed Oracle products under Premier Support. The products will be maintained within one major or one minor release behind the current general availability (GA), as agreed during the quarterly review.
- c. Support vulnerability assessments
 - i. Coordinate vulnerability assessments with LA County ISD.
 - ii. Conduct scans independent of LA County ISD.
 - iii. Assign priorities for vulnerability mitigation.
 - iv. Mitigate identified vulnerabilities.
- d. Implement infrastructure improvements

- i. Review the infrastructure for areas of improvement in performance, availability and capacity.
 - ii. Provide input on infrastructure improvements, including estimated cost/budgetary analysis.
 - 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.
- e. Provide Patching support of the Oracle products
 - i. Apply patches as a result of an application/product defect fix.
 - ii. Apply patches Critical Patch Update /Patch Set Unit (CPU/PSU) policy and process.
- f. Provide Proactive Monitoring of the application and related environments based upon the table in **Appendix 6 – Proactive Monitoring**.
- g. Provide other services
 - i. Execute PROD failover to DR under the conditions, and in accordance with the process, delineated in the operational runbook and business continuity plan.
 - ii. Execute DR failback to the PROD Environment as mutually agreed.
 - iii. Conduct DR failover/failback testing and DR Environment testing for each major AMP development release, if required.
 - iv. Conduct semi-annual DR failover/failback rehearsal testing, if mutually agreed.
 - v. Such other services as defined in the business continuity plan.
 - vi. Provide coordination of any maintenance and support relating to OCI and other OCI services as may be purchased by LACA under a separate agreement with Oracle.
 - vii. Conduct testing activities for the AMP application in accordance with the operational runbook and the Service Delivery Strategy.
 - viii. Conduct quarterly review usage with LACA SDM and mutually agree on strategies to utilize more of the functionality of OEM and OCI O&M.
 - ix. Execute mutually agreed strategies to expand usage of OEM and OCI O&M.
 - x. Validate OEM and OCI O&M custom scripts delivered by the AMP development team.
 - xi. Apply the validated scripts into OEM and OCI O&M to support custom notification and alerts.
 - xii. Evaluate and assess whether a requested change may result in the use of additional Oracle product licenses.

D. Provide Application Management Services.

1. Application DevOps Management Services Overview

Application Management Services will include:

- 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. Maintain the AMP application across the Supported environments.
 - i. Provide services related to the creation, maintenance, capacity planning, Configuration Management and continuous improvement in the performance and availability of the AMP Application in the Supported Production environment to the LACA users.
 - ii. Maintain a catalog of implemented and rejected AMP Application improvements including metrics detailing the associated expected/actual improvement and impact.
 - iii. Engage with LACA development teams to support improvements in AMP software development.
 - iv. Actively support and participate in an annual technology refresh review.
- b. Provide Release Management
 - i. Proactively work to reduce and minimize disruption and outages to the LACA users through efficient planning and application of technology and process to maximize AMP application and environment uptime.
 - ii. Manage and deploy application releases and hot fixes across the supported environments.
 - iii. Coordinate with LACA to execute pre-cutover configurations and data 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 Environments.
 - vi. Synchronize tasks between the Environments including but not limited to application and infrastructure configurations, VM and DB restore / Data refresh.
 - vii. Maintain application versions across the environments.
 - viii. Implement hot fixes maintenance.
 - ix. Maintain a catalogue of implemented and rejected Release Management improvements 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 agreed environments as mutually agreed limited to and reported for 440 days effort per contract year.
 - 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, provide input on potential infrastructure, configuration and code improvements for consultation with LACA.
 - iv. Support the verification testing of such improvements prior to promotion of agreed changes to the Supported Production Environments.
 - 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
 - i. Conduct deployment planning for the Supported Production Environments.
 - ii. Conduct deployment 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
 - 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

- 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, based upon guidance from Oracle product managers and the results of tests.
 - 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.
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.

Report	Frequency	Purpose
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 2** in **Section I.D**.

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.D. – 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 AMSS Consultant resource assignment	Oracle AMSS 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 AMSS Consultant will assign the Ticket to the AMSS team to work on the Ticket to resolution.	Oracle AMSS Consultant will receive and acknowledge the Ticket from LACA. Oracle AMSS Consultant will assign the Ticket to the AMSS team to work on the Ticket to resolution.

5. AMSS Execution / Remediation Processes.

The Oracle AMSS 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 AMSS 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 **Appendix 1**.
- 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 AMSS 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 AMSS 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 AMSS 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 after AMSS staff has sent 3 reminders during the period. The last reminder will copy the LACA PM and LACA SDM.

F. Deliverables.

AMSS performed by Oracle under this Exhibit A are 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 You at such time, if You request, Oracle will demonstrate to You 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, obtain 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 work stations).
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. In order that 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.
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 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, license and annual technical support for the Oracle products, and provide Oracle AMSS 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**.
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) 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 input 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"> 5. 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. 6. 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.
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.

Role	Responsibilities
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.G - Incident Management Services, below.

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 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. Owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site AMSS under this order is subject to the delivery resources being permitted and able to perform such AMSS taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site AMSS is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this Section is without prejudice to the parties’ rights and obligations under the force majeure clause.
2. Oracle standard documentation format will be used for any documentation prepared and/or delivered during the performance of the AMSS.
3. 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.
4. Timeline/duration for AMSS is an initial period of 36 months, beginning on May 27th, 2026 (the “Base Period”). Upon the expiration of 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).

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

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
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

Software Products	Software Function
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

15. 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.
16. 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.
17. 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. Monitoring Services: Oracle will setup and provide monitoring of the Supported Products, twenty-four (24) hours a day, seven (7) days a week, 365 days a year to identify nonstandard activity for Your Supported Products.
 - a. Install and configure the Support Platform within an Oracle owned OCI tenancy.
 - b. Provide, configure, and manage client-side agents to be utilized by the Support Platform to obtain remote access to the Supported Products to collect key performance and operational metrics.
 - c. Set up the Support Platform web-based interface with access for You and authorized Oracle engineers for configuring and maintaining the Configuration Management Database ("CMDB"), managing monitoring events, handling change requests and documenting Your requests.
 - d. Provide fault, availability and performance monitoring of the environments and Supported Products and generate an automated event record of the occurrence of any nonstandard activity or event (collectively, an "Event"). iv. Determine whether an Event constitutes an Incident:

- e. An Event that causes an unplanned interruption or immediate material reduction in the quality of performance of the Supported Products shall be referred to as an Incident.
 - f. For each Event that Oracle determines to be an Incident, an Incident ticket (“Incident Ticket”) will be created in the Support Platform.
2. The Service Delivery Strategy will be used to manage Application Management Support Services.
3. The Oracle SDM and Oracle OM will assign personnel sufficient in number, experience and expertise to meet the requirements of this **Section I**. All assignments will be at the discretion of Oracle SDM and Oracle OM.
4. 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.
5. 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.
6. 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.
7. If You assign resources in support of AMSS, those resources will represent You and will be empowered to make decisions on Your behalf.
8. 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.
9. Your and Oracle’s SDMs will establish periodic AMSS reviews to monitor scope, budget, and timeline of the AMSS.
10. 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”.
11. 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.

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 - Acceptance of Deliverables**.

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 – May 27 through June 30, 2026 (based upon contract execution date)	The report covering the AMSS activities and reports provided during May, 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

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

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

Deliverable number	AMSS deliverable name	Deliverable description	Estimated month and year of delivery	Deliverable fee
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
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

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 III**.

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 III**.

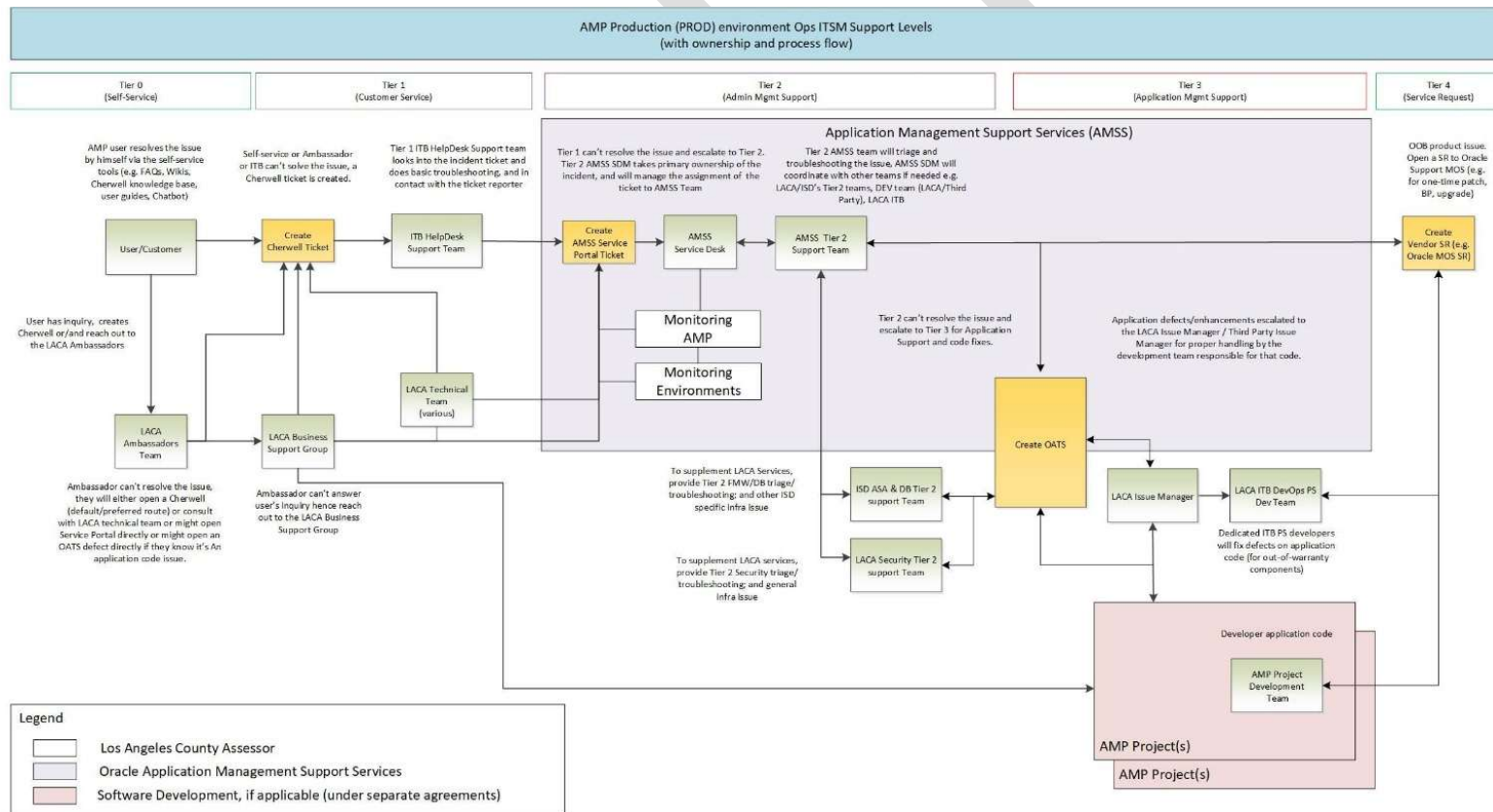
IV. Appendices

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 Section 1.G - Incident Management Services**. In the event of a conflict, such **Exhibit A Section I.G** 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

	Responsible	Accountable	Consulted	Informed	Responsible	Accountable	Consulted	Informed
Roles and typical tasks:	Oracle AMSS team				Assessor Team			
Infrastructure Management Services								
<u>Maintain The AMP Environments Infrastructure</u>								
Maintain the supported production environments	R	A					C	
Maintain the supported non-production support environments	R	A					C	
Provide maintenance and support for the Environments, including managing such maintenance, support and other service agreements as may be offered by OCI	R	A						I
<u>Provide A Current Oracle Product Stack</u>								
Maintain the Oracle product stack within one major version	R	A					C	I
Provide testing for product upgrades	R	A						I
Provide input for product upgrades	R					A		I
<u>Conduct vulnerability assessments</u>								
Coordinate vulnerability assessments with LA County ISD			C	I	R	A		
Run vulnerability scans independent of LA County ISD	R	A					C	I
Assign priorities for vulnerability mitigation			C		R	A		
Mitigate identified vulnerabilities	R	A			R	A	C	I
<u>Develop Infrastructure Improvements</u>								
Review the infrastructure for areas of improvement	R	A					C	I
Implement infrastructure improvements	R	A						I
Test infrastructure improvements	R	A						

	Responsible	Accountable	Consulted	Informed	Responsible	Accountable	Consulted	Informed
Roles and typical tasks:	Oracle AMSS team				Assessor Team			
Approve infrastructure improvements for PROD environment			C	I	R	A		
Implement infrastructure improvements in PROD	R	A						I
<u>Maintain A Knowledge Base</u>								
Maintain the knowledge management system	R	A						I
Maintain FAQs for LACA internal users	R	A					C	I
<u>Provide Patching</u>								
Apply patches as a result of an application/product defect fix	R	A					C	I
Apply patches (CPU/PSU) policy and process	R	A					C	
<u>Provide Proactive Monitoring</u>								
Provide proactive monitoring of the AMP application	R	A						I
Provide proactive monitoring of the AMP production environments	R	A						I
Provide proactive monitoring of the AMP non-production environments	R	A						I
Resolve incidents raised out of proactive monitoring	R	A						I
<u>Provide Other Support</u>								
Interact with third-party vendors	R					A		
Monitor ODI batch jobs	R	A					C	
Monitor ESS jobs	R	A						I
Execute environment refresh (DB restore + config sync)	R	A						
Approve environment refresh schedule			C		R	A		
Validate refresh completion (smoke test)	R	A						
Perform testing per the service delivery strategy	R	A					C	
Conduct DR failover / failback testing	R	A						I
Support ISD AMP related activities	R					A		
Implement application changes (Monitoring)	R	A						I

	Responsible	Accountable	Consulted	Informed	Responsible	Accountable	Consulted	Informed
Roles and typical tasks:	Oracle AMSS team				Assessor Team			
Application Management Services								
<u>Provide Software Maintenance Services</u>								
Maintain the AMP application across the environments	R	A						I
Synchronize tasks including infrastructure configurations, VMs, database restore and data refresh	R	A					C	I
<u>Provide Release Management</u>								
Manage application releases and hot fixes across the supported environments – Production, Production Support and SDLC environments	R					A		
<u>Provide Configuration Management</u>								
Identify configuration items, evaluate and control changes to those items, and record the change implementation status	R	A						I
<u>Provide Automated Regression Testing</u>								
Develop and maintain automated regression testing scripts	R					A		
Perform automated regression tests	R	A						I
<u>Provide Other Testing Support</u>								
Support manual regression testing from Assessor		A	C		R	A		
Conduct non-invasive testing	R	A					C	
<u>Conduct Performance Testing</u>								
Conduct Performance Testing in the production environment	R	A						I
Based upon the results of the performance testing, implement code improvements			C		R	A		
Retest with code improvements	R	A						
Approve code improvements for Supported Production environment			C	I	R	A		
Implement code improvements in Supported Production Environment	R	A						
<u>Maintain application versions across the Environments</u>								
Implement hot fixes maintenance	R					A	C	

	Responsible	Accountable	Consulted	Informed	Responsible	Accountable	Consulted	Informed
Roles and typical tasks:	Oracle AMSS team				Assessor Team			
Conduct pro-active monitoring of key application setup parameters	R					A		
Provide OEM/O&M application monitoring parameter setups	R	A						I
Conduct ad-hoc monitoring of applications	R					A		I
Conduct OEM/O&M/ESD monitoring	R	A					C	I
Execute yearly activities as a result of auditing of users/roles (if applicable)	R					A		
<u>Provide deployment activities</u>								
Conduct deployment Supported Production Environments	R	A				A	C	
Conduct deployment RFC development (Supported Production Environments)	R	A					C	
Provide RFC deployment approval (Supported Production Environments)			C	I	R	A		
Support sprint deployment planning (Supported Non-Production Environments)	R	A					C	
Provide regression and performance testing deployment (Supported Non-Production Environments)	R	A						I
<u>Provide upgrades support</u>								
Create, test and validate a runbook to apply upgrades including any work necessary to the associated AMSS	R	A		I			C	
Implement upgrades using validated runbook	R	A					C	I
<u>Provide Security Services</u>								
Provide support to implement changes to the security architecture	R	A					C	I
Incident Management Services								
<u>Provide An Incident Triaging Process</u>								
Address and resolve tickets that are created through the RightNow Ticketing process	R	A					C	I
Address and resolve Tickets created in JIRA	R	A					C	I

	Responsible	Accountable	Consulted	Informed	Responsible	Accountable	Consulted	Informed
Roles and typical tasks:	Oracle AMSS team				Assessor Team			
<u>Resolve Issues</u>								
Resolve infrastructure issue	R	A						
Resolve AMP code / data issue			C		R	A		
Resolve CAMA issues			C		R	A		
<u>Resolve ODI Job Issues</u>	R	A					C	
Troubleshoot ODI job issues (Infra)	R	A					C	
Troubleshoot ODI job issues (Other than infra)	R	A	C		R	A	C	
<u>This Resolve ESS jobs issues</u>								
Troubleshoot ESS batch job issues (Infra issues)	R	A					C	
Troubleshoot ESS batch job issues (Other than infra)	R	A					C	
<u>Provide incident Root Cause Analysis (RCA)</u>	R	A						I
<u>Manage Product Issues</u>								
Manage and escalate issues with product support	R	A						I
Provide escalation management of products	R	A						I

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 System Software List.
- Review of ongoing open items under the scope of this **Section I**.
- AMP Application Overall Availability.
- Status of 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.
- Review the infrastructure for areas of improvement in performance, availability and capacity.

2. **AMSS Weekly Status.**

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

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

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

- Governance Review:
 - Contract gap analysis.
- 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.

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Appendix 4 to Exhibit A - Service Level Commitments for AMSS

This Section 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 **Appendix 4 Table 1**, the AMP AMSS Availability percentages set forth in **Appendix 4 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 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 4** 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	Zero percent (0%) of monthly

percent (99.5%), there is no Service Level Credit.	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.	<p>Lesser of five percent (5%) of monthly fee or the following:</p> <ul style="list-style-type: none"> - \$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.	<p>Lesser of twenty percent (20%) of monthly fee or the following:</p> <ul style="list-style-type: none"> - \$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.	<p>Lesser of fifty percent (50%) of monthly fee or the following:</p> <ul style="list-style-type: none"> - \$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 **Section I Table 2** 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 **Section I.D** 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.

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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**. 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 it wishes Oracle to proceed with that evaluation, depending upon the cost of such evaluation. If Oracle is engaged to perform further formal evaluation, the Oracle response to a change order request will contain the impact of the change on various portions of 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), the Services, 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.

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Appendix 6 to Exhibit A - Proactive Monitoring and Maintenance Activities

The following table outlines the respective services delivered 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.
Proactive and Planned	<ul style="list-style-type: none"> • Follow the Patch Policy (which may be amended if mutually agreed upon between LACA and Oracle). • Provide input and apply upgrades. • Upgrade environments to be in sync across the Supported Environments • Provide release. management efforts for all Supported Environments 	<ul style="list-style-type: none"> • Follow the Patch Policy (which may be amended if mutually agreed upon between LACA and Oracle). • Provide input and apply upgrades. • Review, assess and apply critical patch updates and patch set updates 	<ul style="list-style-type: none"> • Follow the Patch Policy (which may be amended if mutually agreed upon between LACA and Oracle). • Provide input and apply upgrades. • Review, assess and apply critical patch updates and patch set updates in accordance with the Patch Policy.

	Oracle Cloud Infrastructure (OCI)	Database (DB)	Middleware Infrastructure (MW)
	<ul style="list-style-type: none"> • 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. 	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, 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.

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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

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 will establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Confidentiality.** Confidentiality and the handling of Confidential Information and Personal Data are addressed in Paragraph 12.0 of the Agreement.
3. **Subcontractors.** Confidentiality agreements for subcontractors are addressed in Sub-paragraph 8.8 of the Agreement.
4. **Background Checks.** Background checks are addressed in Sub-paragraph 11.5 of the Agreement.
5. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor will institute strict physical, logical, or administrative security controls designed to prevent transfer of Personally Identifiable Information to any form of unencrypted Removal Media. For purposes of this Exhibit, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
6. **Data Encryption.** Data Encryption is addressed in Sub-paragraph 12.9 of the Agreement.
7. **Data Control; Media Disposal and Servicing.** Data Destruction is addressed in Section 12.8 of the Agreement.
8. **Access Control.** Contractor will implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the follow controls:
 - a. As applicable network access to both internal and external networked services will be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication authorization and event logging;
 - c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and

- d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

9. Audits

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

A "Security Incident" means the confirmed misappropriation of Personally Identifiable Information located on Contractor systems that comprises the security, confidentiality, or integrity of such information.

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

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

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond
Acting 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) 974-3273
VDiep@assessor.lacounty.gov

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 will be version controlled, stored, and made available to the Contractor via a single industry-standard private GitLab repository, provided, managed, and supported by the County. Upon commencement of the agreement period, the Contractor will be granted access to the County's private GitLab repository. Contractor will make available to the County a current copy of all code artifacts constituting Joint IP under this Agreement via the County's private GitLab repository.

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.

Chief Executive Office

Date

Justification:

The Assessor is responsible for locating and identifying ownership, establishing taxable value for all property subject to property taxation, completing assessment rolls showing the assessed values, and applying all legal exemptions to all taxable property in the County. Over the last several years, the Assessor has executed modernization efforts aimed at replacing its legacy system environment via the development of an integrated property assessment replacement system known as the Assessor Modernization Project (AMP). AMP will optimize the Assessor, other property tax departments and the public, the ability to access assessment data from the Assessor's data repository using a web-based user interface. AMP is a five (5) phase agile software development project being co-developed with Oracle America, Inc. (Oracle) and scheduled to end in July 2026. The execution of a Sole Source Agreement with Oracle for Oracle Managed Support Services is required to maintain continuous application management and support services for the AMP application, its supporting Oracle cloud hosted environments and services.

As such, it is recommended that the Board authorize and delegate authority to the Assessor, or designee, to execute a Sole Source Agreement with Oracle for a term of three (3) years with two (2) one-year renewal options, for a maximum potential term of five (5) years and for necessary subsequent Change Orders and Amendments for unforeseen, additional work within the scope of the agreement as operationally necessary.

**SOLE SOURCE JUSTIFICATION
 AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE)
 FOR
 ASSESSOR MODERNIZATION PROJECT (AMP)
 ORACLE MANAGED SUPPORT SERVICES**

Request	Requesting authorization for the Assessor to Execute a Sole Source Agreement with Oracle America, Inc. (Oracle) for the Assessor Modernization Project (AMP) Oracle Managed Support Services
Background	AMP is a five-phase agile development project that began in 2015 in using Oracle as the sole contractor. Four (4) of the phases have been successfully completed and the Assessor decommissioned its mainframe and had a system cutover in August 2024. Phase V is scheduled to conclude in July 2026.
Justification	Oracle Managed Support Services will continue application management and support for AMP application, its supporting Oracle cloud hosted environments and services.
Impact of Not Approving Sole Source	The execution of Oracle Managed Support Services will ensure system continuity and sustain support for a fully integrated and modernized assessment system.
Cost	Total Cost: \$30,729,600 (maximum potential term of 5 years (3 years with two 1-year renewal options))
Cluster Agenda Review Date	May 13, 2026
Board Meeting Date	June 9, 2026

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	5/13/2026	
BOARD MEETING DATES	6/9/2026 and 7/7/2026	
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2 nd 3 rd X 4 th 5 th	
DEPARTMENT(S)	Chief Executive Office (CEO-Real Estate Division) and Homeless Services and Housing (HSH)	
SUBJECT	Notice of Intention to Purchase, Purchase Agreement, acquisition of real property located at 14430 Vanowen Street, Los Angeles, CA	
PROGRAM	Los Angeles County Land Bank Pilot Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes X No	
SOLE SOURCE CONTRACT	Yes No X	
	If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	Yes X No – Not Applicable EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total Cost Not To Exceed: \$2,180,100	Funding source:
	[\$2,165,000 purchase price, \$100 independent consideration, and approximately \$15,000 title and escrow fees for a total of \$2,180,100	Sufficient appropriation in the amount of \$2,180,100 is available in the Land Bank Pilot Program #3, Capital Project No. 7A006. This funding was previously allocated through the use of obligated fund balance Committed for American Rescue Plan (ARP)-Enabled Capital Programs, to fully fund the proposed acquisition.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize the EO to publish the Notice of Intent to Purchase and after returning to the Board on July 7, 2026, authorize the CEO to acquire the private property by the County and authorize the County to execute purchase and sale agreement and certificate of acceptance conveying title for the property to the County. County will also execute a License Agreement with IAC for a two-year term to maintain and operate the property as a revenue generating parking lot.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board established the Land Bank Pilot Program (Pilot) on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. The Board allocated \$25 million toward the program. On May 3, 2024, the CEO-HI entered into a consultant services agreement (HI-024-002) with Inclusive Action for the City (IAC), a community development financial institution, to administer and manage the Pilot, in collaboration with CEO-HI, now HSH. IAC and HSH have identified the subject property for acquisition for \$2,165,000 and are ready to proceed with the property acquisition by the Board.	
EQUITY INDEX OR LENS WAS UTILIZED	Yes X No If Yes, please explain how: The Land Bank Pilot Team utilized various County indices as part of its parcel assessment process, including the Justice Equity Needs Index (JENI) and Justice Equity Services Index (JES), among others.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes X No If Yes, please state which one(s) and explain how: Priority 4 Homeless Initiative. The proposed acquisition of the Property supports the above goals and objectives by acquiring a property that, once developed, would support the County's efforts to prevent displacement of individuals and families, and increases housing stability. The proposed acquisition of the Property and its subsequent development will also provide affordable housing and will assist in mitigating the housing emergency in the region.	
DEPARTMENTAL CONTACTS	Michael G. Rodriguez, Section Chief, County-Owned, CEO Real Estate Division 213-974-4246 mgrodriguez@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

INTERIM CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

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:

**NOTICE OF INTENTION TO PURCHASE
PURCHASE AGREEMENT
TWO YEAR LICENSE AGREEMENT
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 7A006
14430 VANOWEN STREET, LOS ANGELES
(APN 2237-002-021)
(THIRD DISTRICT) (3-VOTES)**

SUBJECT

Approval of the recommended actions would authorize the County of Los Angeles (County) to publish a Notice of Intention to Purchase (Notice of Intention), and after a notice period if approved by your Board of Supervisors (Board), would authorize the Chief Executive Office (CEO) to acquire on behalf of the County from Grigoryan Investments, LLC (Seller), certain real property located at 14430 Vanowen Street, Los Angeles (APN 2237-002-021) (Property), establish a capital project, consummate the proposed acquisition of the Property, and approve a two-year license agreement (License) with Inclusive Action for the City (IAC) to manage and maintain the Property immediately upon purchase.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed publication of the Notice of Intention is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record.
2. Approve the Notice of Intention, in the form enclosed as Enclosure A, which provides notice of the date your Board will meet to receive comment and consummate the purchase of the Property for a purchase price of \$2,165,000, plus associated title and escrow fees of \$15,000, and an independent consideration of \$100.00, for a total not to exceed amount of \$2,180,100, and identifies the Property and the Seller.
3. Instruct the Executive Office, Board of Supervisors to publish the Notice of Intention to Purchase, in accordance with Government Code Section 6063, which will state the date following the publishing period that your Board will meet to consummate the purchase.

AT THE BOARD MEETING SET BY THE NOTICE OF INTENTION TO PURCHASE, FOLLOWING THE GOVERNMENT CODE SECTION 6063 PUBLISHING PERIOD, IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions to acquire the Property are exempt from CEQA, pursuant to section 15301 (Class 1 – Existing Facilities), 15269(c) (Emergency Projects), 15332 (In-Fill Exemption), and for the reasons stated in this Board letter and the record.
2. Approve and authorize the Interim Chief Executive Officer, or his designee, to execute the Purchase and Sale Agreement (Agreement), approved as to form by County Counsel as Enclosure B, to purchase the Property for \$2,165,000, plus associated title and escrow fees not to exceed \$15,000, and independent consideration of \$100, and any additional costs incurred during the transaction for a total amount not to exceed \$2,180,100.
3. Authorize the Interim Chief Executive Officer, or his designee, to take all further actions necessary and appropriate to complete the transaction on behalf of the County, including the opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the acquisition and acceptance of the deed conveying title of the Property to the County; and authorize the Interim Chief Executive Officer, or his designee, to execute any and all agreements, contracts, applications, and documents necessary for the County's occupancy and operation of the Property following acquisition, upon approval as to form by County Counsel.

4. Establish and approve the Land Bank Pilot Program Site No. 3, Capital Project No. 7A006.
5. Authorize and direct the Interim Chief Executive Officer, or his designee, to execute a gratis and exclusive License, approved as to form by County Counsel as Enclosure C, with IAC to maintain and manage the Property on a short-term basis pursuant to the terms of the consultant's Services agreement dated May 3, 2024, between IAC and the County.
6. Instruct the County's Office of the Assessor to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the Notice of Intention is not a project under CEQA and that the remaining recommended actions included in this Board Letter, including the proposed purchase transaction, approval of the project License and related recommendations are exempt from CEQA.

Your Board established the Land Bank Pilot Program (Land Bank Pilot) on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. Your Board allocated \$25 million toward the program.

On May 3, 2024, the Chief Executive Office Department of Homeless Initiative and Affordable Housing (CEO-HI) entered into a Consultant Services Agreement (HI-024-002) with IAC, a community development financial institution, to administer and manage the Land Bank Pilot, in collaboration with CEO-HI, now the Department of Homeless Services and Housing (HSH).

IAC identified project partners, assembled a Project Team (HSH, IAC and its authorized subcontractors, CEO-Real Estate Division (RED), Department of Public Works (DPW), and County Counsel (Project Team), and created an advisory working group. The Project Team developed a robust, data-driven parcel assessment process to identify and recommend sites for acquisition. They facilitated an open, public call for parcel submissions. The Project Team presented to the Affordable Housing Coordinating Committee in October 2024 and April 2025, and they held numerous briefings with deputies from the Board offices. The Project Team conducted pertinent due diligence investigations, in collaboration with staff from CEO-RED, DPW, and County Counsel.

Upon acquisition of the Property, if approved by your Board, the County will enter into a gratis, two-year license with IAC with two, one-year renewal options, pursuant to which IAC, or its authorized subcontractors, would maintain and secure the Property, as

authorized in the existing contract dated May 3, 2024, between the County and IAC (HI-024-002). Any revenue generated during the term of the License would be deposited into the Affordable Housing Programs Budget. Concurrently, IAC and the Project Team, in collaboration with HSH, would release a Request for Qualifications, and later a site-specific Request for Proposals, to solicit development proposals from developers. Ultimately, if the recommended actions herein are approved, the County would enter into a proposed exclusive negotiations agreement and later, a proposed ground lease with a developer to build affordable housing at the Property.

HSH has elected to purchase the Property so that it may potentially develop affordable housing and prevent loss of property to market rate luxury housing in a community at risk of displacement. Further, the Property meets the County's Land Bank Pilot selection criteria, as the site is: nearly 0.5 acres or larger (0.47 acres); for efficient ground-up development and higher unit density; vacant or underutilized; and near existing or planned Metro rail and bus rapid transit lines to facilitate transit access.

The Property is approximately 20,328 square feet of land, consisting of an improved parking lot with no buildings on the Property. The proposed development could consist of an affordable mixed-use housing development of up to 195 units, up to 6.5:1 Floor Area Ratio, and a height of approximately 78 feet. The proposed development could also include 1,500 square feet of community-serving commercial space and approximately 3,000 square feet of community room and/or amenity space primarily to serve the residents, with parking provided in accordance with code. The development could include minor landscaping and security lighting with construction anticipated to take approximately 24 months. Prior to construction, during the License period, the Property may be used on an interim basis as a revenue-generating parking lot. Minor repairs, including the removal of a block wall, may occur.

HSH recommends acquiring the Property as part of the Land Bank Pilot for future development as affordable housing to serve the surrounding area and nearby communities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1– *“Make Investments That Transform Lives”* (North Star 1) – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The acquisition of the Property is consistent with North Star 1, Focus Area Goal C: Support efforts that prevent displacement, increase access to housing stability, develop more affordable housing, sustain homeownership opportunities, and enhance the effectiveness of the County's homeless rehousing system; and Focus Area Goal D.

Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

The acquisition also supports Countywide Strategic Plan North Star 3 "*Realize Tomorrow's Government Today*" (North Star 3) – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible. The proposed acquisition of the Property is consistent with Focus Area Goal G Internal Controls and Processes and Strategy ii Manage and Maximize County Assets.

The proposed acquisition of the Property supports the above goals and objectives by acquiring a property that, once developed, would support the County's efforts to prevent displacement of individuals and families, and increase housing stability. The proposed acquisition of the Property and its subsequent development will also provide affordable housing and will assist in mitigating the housing emergency in the region.

FISCAL IMPACT/FINANCING

The purchase price of \$2,165,000 was substantiated by a fair market appraisal completed by a licensed appraiser.

The total cost of the proposed acquisition, not to exceed \$2,180,100, is fully funded with American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds–Enabled, funding that is already included in the Capital Projects/Refurbishments budget for Land Bank Pilot Program No. 3, Capital Project No. 7A006.

Under the proposed License and its Consultant Services Agreement with HSH, IAC would be responsible for the maintenance and security of the Property following the proposed acquisition for a two-year period. Sufficient program funds have been budgeted for site maintenance and security. As the site is currently a parking lot, the Project Team is exploring pathways to potentially continue to operate the Property as a revenue-generating parking lot, which could potentially offset or eliminate maintenance and security costs.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25353 of the California Government Code authorizes your Board to purchase real property necessary for the use of public purposes. Pursuant to Government Code Sections 6063 and 25350, a Notice of Intention will be published for the intended action to purchase real property, and a Board meeting will be held on, July 7, 2026, or thereafter, following the three-week publishing period to receive comments prior to consummating

the proposed acquisition.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the City of Los Angeles (City) on April 10, 2026. The City responded and found that the acquisition of the Property for the County's use conforms to the City's General Plan.

The Project Team completed pertinent environmental due diligence assessments, surveys, studies, reports, and materials for the Property to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy. DPW has reviewed all the environmental assessments, surveys, studies, and due diligence reports and materials, including a Phase I environmental site assessment, that have been ordered and to be performed for the Property and will ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy.

County Counsel has reviewed the proposed Agreement, and the grant deed related to the proposed acquisition and approved them as to form. County Counsel has also reviewed all associated real estate documents and encumbrances on title.

ENVIRONMENTAL DOCUMENTATION

Approval of the publication of the Notice of Intention and the continued use as interim parking under the proposed exclusive License is also not a project under CEQA because it is not included in the definition of a project pursuant to section 21065 of the California Public Resources Code (PRC) and is organizational or administrative activity of government pursuant to State CEQA Guidelines Section 15378(b)(5) that will not result in direct or indirect physical changes in the environment. This activity is also statutorily exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed action would have a significant effect on the environment.

The recommended actions related to the approval of the proposed Property transaction, approval of Land Bank Pilot Program Site No. 3, Capital Project No. 7A006, as described herein, License and related recommendations are exempt from CEQA as noted below.

Affordable housing on the Property, as described herein, would also be statutorily exempt as an emergency project undertaken to address the homelessness emergency pursuant to PRC Section 21080(b)(4) and State CEQA Guidelines Section 15269(c), which include specific actions to prevent or mitigate an emergency. On December 12, 2022, the City declared a state of emergency on homelessness. On January 10, 2023, your Board unanimously voted to proclaim a local emergency for homelessness in the County. Previously, on April 17, 2018, the mayor declared a shelter crisis to provide emergency housing for the unsheltered homeless people in the City. On October 30, 2018, your Board declared a shelter crisis to address homelessness in unincorporated LA County.

This proposed use would provide permanent affordable housing that would address the homeless emergency by providing housing for people that would allow them to avoid or move from temporary shelters.

The proposed use for affordable housing at the site as described herein is also categorically exempt pursuant to State CEQA Guidelines Section 15332, because the proposed project meets the requirements of the In-fill exemption. It is anticipated that housing would be consistent with applicable general plan designation and zoning. The project site is within the City, is less than 5 acres, and is surrounded by urban uses. There is no habitat on the site. The proposed housing use would not have the potential to significantly impact traffic, noise, air quality, or water quality based on proposed site improvements and anticipated changes in occupancy.

Continued interim use of the Property as a surface parking lot under a license is also categorically exempt under State CEQA Guidelines Section 15301 and the County of Los Angeles Environmental Document Reporting Procedures and Guidelines Class 1, which apply to operation, leasing or licensing of an existing facility. Parking at the site already exists and would remain the same under the proposed License arrangement.

Additionally, the proposed use of the Property for housing and interim parking use will comply with all applicable regulations and is not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the record of the project.

Documentation in support of the exemption is available by request from the CEO.

Upon your Board's approval of the recommended actions in this Board letter, CEO will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Office of Land Use and Climate Innovation pursuant to Public Resources Code Section 21152 and will post the Notice to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed acquisition of the Property will ensure housing services increase in this vital location.

Respectfully submitted,

The Honorable Board of Supervisors
June 9, 2026
Page 8

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

JMN:JG:JTC
JLC:HD:MGR:RH:ja

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Assessor
Auditor-Controller

**NOTICE OF INTENTION
TO PURCHASE PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Chief Executive Officer, or her designee, to purchase real property from Grigoryan Investments, LLC (Seller) located at 14430 Vanowen Street, Los Angeles, California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Two Million, One Hundred Thousand Sixty Five Dollars (\$2,165,000).

This matter will be considered by the Board of Supervisors of the County of Los Angeles on July 7, 2026, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Michael G. Rodriguez at (213) 974-4246 or mgrodriguez@ceo.lacounty.gov.

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

EDWARD YEN, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel


By  _____
AMY J. COOPER
Deputy County Counsel

Exhibit A

Legal Description of the Land

For APN/Parcel ID(s): 2237-002-021

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST 70 FEET OF LOT 28 AND THE NORTH 45 FEET OF THE WEST 70 FEET OF LOT 27, IN BLOCK 23 OF TRACT NO. 1200, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2237-002-021

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of [] (the “**Effective Date**”), by and between GRIGORYAN INVESTMENTS, LLC, a California corporation (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the fee owner of certain real properties located at 14430 Vanowen Street, in the City of Los Angeles, County of Los Angeles, State of California, 91405 (collectively the “**Property**”), consisting of a vacant lot containing and situated on approximately +/- 19,490 square feet of land, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller desires to sell the Property (as defined in Section 1, *infra*) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

C. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.* and has authorized the purchase of the Property by County.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

1. **Purchase and Sale; Property.** Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller’s right, title and interest in the Buildings and Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller’s right, title and interest in all of the following items in respect of the Land (collectively, the “**Property**”):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller’s right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the “**Appurtenances**”);

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the “**Improvements**” and together with the Land and Appurtenances, the “**Real Property**”);

1.3. all personal property, equipment, supplies and fixtures, if any, located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the “**Personal Property**”). Seller shall remove any Personal Property, located on the Real Property from the Real Property at any time from the Effective Date until one day prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the “**Contracts**”), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date, as listed on Exhibit C (collectively, the “**Leases**”), in each case to the extent such Leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and all applications, plans, drawings, designs, owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

2. **Purchase Price; Independent Consideration.**

2.1. **Purchase Price.** The purchase price for the Property is Two Million One Hundred Sixty Five Thousand and no/100 Dollars (\$2,165,000.00) (the “**Purchase Price**”).

2.1.1. **Independent Consideration.** Within fourteen (14) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. **Purchase Price Balance.** Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section

5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

3. **Condition of Property.**

3.1 **Due Diligence Materials.** Seller previously provided County with a copy of certain due diligence materials listed on Schedule 3(a) attached hereto (collectively, the “**Due Diligence Materials**”). Notwithstanding the foregoing, if, after Seller initially provides the Due Diligence Materials to County, but prior to the Closing or termination of this Agreement, any new, modified or supplemented Due Diligence Materials shall come into Seller’s possession or control, then, within [three (3) Business Days] thereafter, Seller shall make such new, modified or supplemented Due Diligence Materials available to County and County’s Representatives (as defined in Section 3.3). If Seller provides any new, modified, or supplemented Due Diligence Materials after the Due Diligence Deadline, the Closing shall be extended to the extent reasonably necessary to accommodate County’s review and approval of such new, modified or supplemented Due Diligence Materials.

3.1. **Preliminary Title Report.** Not more than seven (7) Business Days after the Effective Date, Seller shall provide County a preliminary title report or title commitment (in either case, the “**PTR**”) for the Properties issued by the Title Company (as defined in Section 5.1), and a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send County a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

3.2. **County’s Inspections.** During the Due Diligence Period (defined in Section 3.3) and thereafter prior to any termination of this Agreement, County and County’s elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, “**County’s Representatives**”) may, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Seller’s representative, Jesse Perez, Jesse Perez Group, 20065 Rinaldi Street, Suite 210, Porter Ranch, CA 91326; jesse@jesseperezgroup.com; (818) 974-3393 (“**Seller’s Representative,**”) enter upon the Real Property solely to conduct such inspections, investigations and tests as County deems appropriate in its sole and absolute discretion. The inspections, investigations, tests, retests and activities referred to in the immediately-preceding sentence, and any borings and invasive testing activities described below, are referred to in this Agreement, collectively, as “**County’s Inspections.**” Prior to entering upon the Real Property for the first time to conduct any invasive or destructive testing, including without limitation a Phase II environmental survey, County shall obtain the written approval of Seller’s Representative, in his reasonable discretion, of such invasive or destructive testing. County’s right of entry to premises occupied by Tenants under Leases at all times prior to the Closing shall be subject to required prior notification, if any, of Tenants under Leases, and Seller shall coordinate the timing of County’s Inspections with the Tenants. Such coordination shall be limited to requesting access from Tenants consistent with their existing Leases, and Seller shall not be responsible for, or have any obligation to take legal or other action as a result of, any lack of cooperation by any Tenant. In conducting County’s Inspections, County and County’s Representatives shall use reasonable care and consideration and shall use its good faith efforts to schedule the date(s) and time(s) of County’s Inspections so as not to unreasonably interfere with the operations of the Tenants or Tenants’ use of their leased premises. In connection with County’s Inspections, County shall immediately restore the Property to substantially the same condition as it was in prior to the inspection or test at County’s sole expense unless such non-restoration is approved in writing by Seller in its reasonable discretion.

If County or County's Representatives undertake any borings or other disturbance of the soil, the soil shall be replaced and, if Seller shall reasonably require, recompact to its condition immediately prior to any such borings or other disturbance and County shall obtain at its own expense a certificate from a licensed soils engineer that certifies that such disturbance has been recompact to such condition. County shall cause County's Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted; (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous condition on or about the Property, (iii) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, "**Applicable Laws**"); (iv) in compliance with the terms of the Leases and in a manner that does not unreasonably disturb any Tenant or the business being conducted on the Property; (v) only after obtaining all permits required to be obtained with respect to such activities; and (vi) in a manner that does not cause any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Seller or the Property. Seller shall have no obligation to repair any problems or defects disclosed by County's Inspections. A representative of Seller may accompany County during the County's Inspections at County's election. County shall have the right to meet with governmental officials having jurisdiction over the Property, subject to prior written notice to Seller of, and a reasonable right of Seller's representative (and/or Seller's counsel) to attend, any such meetings or to participate in any such calls. County shall not contact or communicate with any Tenant until after County's delivery to Seller of written notice approving the .

3.3. **County's Due Diligence Approvals.**

3.3.1. **Due Diligence Review.** County's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by County, in County's sole and absolute discretion, of County's due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and County's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time one (1) business day prior to closing (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, County determines that it is dissatisfied, in County's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for County's intended use, or with any of the Due Diligence Materials or the results of County's Inspections, then County may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and Title Company on or before the Due Diligence Deadline of County's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations.

3.3.2. **Assumed Contracts.** County shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, County elects to assume. Other than the Contracts that County has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

3.3.3. County agrees to accept the Property at the Closing subject to the continuing possession of the Real Property by tenants under Leases in effect as of the Closing Date that are in possession of their premises at the Closing (collectively, "**Tenants**").

3.3.3.1. Seller shall not amend, modify or terminate any Lease or enter into any new Lease, at any time prior to the Closing, without County's prior written consent, which consent may be granted or withheld in County's sole and absolute discretion.

3.3.3.2. Within five (5) Business Days after the Effective Date, Seller shall deliver to each Tenant a form of estoppel certificate with a request that the Tenant complete, sign and return the estoppel certificate to County not later than the date that is fifteen (15) calendar days after the date of delivery to such Tenant. The estoppel certificate requested from Tenants shall be substantially in the form attached hereto as Exhibit I, or in such other form as is reasonably acceptable to County, provided that, if Tenant's Lease shall prescribe a different form of estoppel certificates, such prescribed form of estoppel certificate may instead be requested from that Tenant. Seller shall promptly forward to County all Tenant completed estoppel certificates and, upon County's request, provide updates to County as to the status of receipt of the estoppel certificates. If County is dissatisfied in any respect with any disclosures by Tenants in estoppel certificates received during the Due Diligence Period, or with the failure of any Tenant to complete and return an estoppel certificate during the Due Diligence Period, County's sole recourse shall be to terminate this Agreement during the Due Diligence Period. If an estoppel certificate is received by County from a Tenant after the Due Diligence Period, but prior to the Closing, it shall be a condition precedent to County's Closing obligations that such estoppel certificate does not disclose material and adverse information concerning the Property, or material and adverse information inconsistent with any material representation and warranty of Seller in this Agreement, not known to County prior to expiration of the Due Diligence Period. Except to the extent expressly provided in the immediately-preceding sentence, after the Due Diligence Period, County's obligations under this Agreement are not contingent in any respect upon County's receipt, or the content, of any estoppel certificates. Seller's sole obligation with respect to this Section 3.4.3.2 shall be to request tenant estoppel certificates from all Tenants, use commercially reasonable efforts (which shall not require incurring any costs other than costs of mailing and nominal clerical costs) to obtain a signed estoppel certificate from all Tenants in the applicable forms specified in this Section 3.4.3.2 and promptly forward all signed estoppel certificates to County.

3.3.4. Title Review.

3.3.4.1. County shall have until the Due Diligence Deadline to deliver to Seller written notice ("**County's Title Notice**") of County's approval, conditional approval, or disapproval, in County's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

3.3.4.2. Seller shall have five (5) Business Days after receipt of County's Title Notice or County's deemed disapproval ("**Seller Response Period**"), to provide County with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by County to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to County, in County's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give County and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to County in County's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by County. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing all delinquent tax liens for the Property, mechanics' liens (attributable to work not contracted for by County), mortgages, deeds

of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Property (collectively, "**Monetary Liens**") or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from County's Inspections. Title Company shall use the proceeds of the Purchase Price otherwise due to Seller in order to remove Monetary Liens continuing to encumber the Property immediately prior to the Closing.

3.3.4.3. If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by County to be cured prior to the Closing Date, then County may, by not later than ten (10) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If County does not deliver the Title Approval Notice in such case, County shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a County holiday (as such County holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

3.3.4.4. If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then County may issue a supplement to its County's Title Notice within ten (10) Business Days after County's receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within five (5) Business Days with a supplement to Seller's Title Response.

3.3.5. County's failure to either disapprove or approve in writing any of the items described in this Section 3.4 within the time period allotted to such item shall be deemed to constitute County's disapproval of same.

4. **Prorations and Apportionments.**

4.1. Seller shall be responsible for the payment of all Taxes and all installments of special assessments that are (A) currently issued, (B) due and payable, and (C) accruing against the Property January 1, 2024 through 11:59 p.m. Pacific time on the date immediately preceding the Closing Date on the basis of a 365-day year. Seller shall pay only the first installment of Taxes for the Current Tax Period. For Taxes during the period from and after the Closing Date, Seller will not be responsible for any portion of an increase in real, supplemental or personal property Taxes or assessments resulting from the sale of the Property to Buyer and Buyer shall be solely obligated for payment of the same, if any, and agrees to hold Seller harmless from any liability relating to the same; Buyer acknowledges that any such supplemental taxes may reference the Current Tax Period but will, nonetheless, remain the sole responsibility of Seller. The phrase "**Current Tax Period**" refers to the fiscal year of the applicable taxing authority in which the Closing occurs. All Tax prorations shall be based upon the latest available tax and assessment statement(s) and, accordingly, if the amount of any such real estate Taxes for the Current Tax Period cannot be ascertained at the Closing as the result of the unavailability of any Tax statement for such period, then the proration shall be computed on the amount of the preceding fiscal year's Tax, with no adjustment to be made post-closing. The term "**Tax**" or "**Taxes**" means all ad valorem taxes, fees, levies, or other assessments (general or special) imposed by a governmental authority against or on the Property. Notwithstanding the foregoing,

the Parties expressly understand and agree that Seller shall not be responsible or in any way liable for any Taxes during any period in which Seller does not own the Property. Any Taxes (including taxes for the Current Tax Period) that have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after the Closing Date to apply for a refund of any such Taxes paid by Seller attributable to the period after Buyer's acquisition of the Property (including, without limitation, by applying to the Los Angeles County Treasurer for a refund, pursuant to California Revenue and Taxation Code Section 5096.7, for Seller's payment of the first installment of property Taxes for the Current Tax Year); provided, however, any levies and/or assessments (general or special) identified by Buyer through a written notice to the Escrow Agent prior to the Closing shall be prorated through the date of Closing, and Buyer shall pay any such amounts following the Closing. Any refund or rebate of Taxes resulting from a tax protest, challenge, or appeal (an "**Appeal**") for the period either prior to the Closing Date or for Taxes prepaid by Seller and attributable for the period after the Closing Date shall belong to Seller, whether received before or after Closing, and Seller shall have the sole authority to prosecute such Appeals. Buyer agrees to reasonably cooperate with Seller with respect to any tax protest, challenge, or appeal, and with the process of requesting and obtaining any refund of Taxes.

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under Leases, Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. Rents payable under the Leases, and any other revenues received with respect to the Property, shall be prorated as of the Proration Time and based on the actual number of days in the month in which the Closing occurs. County shall receive a credit on the Closing Statement (as defined in Section 5.2.8) for all rent payable under the Leases, and other Property revenue, for the month in which the Closing Date occurs and received by Seller to the extent attributable to any period following the Closing. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases, or other Property revenues, for any period before Closing. All amounts collected by County subsequent to Closing relating to delinquent rents (or other Property revenues) will be promptly remitted to Seller; provided,

however, all rents (or other Property revenues) received by County after Closing will be applied first to the rental (or other revenue) period in which the Closing occurred, second to any current rental (or other revenue) period following the Closing and third to satisfy delinquent rental (or other revenue) obligations for any period before Closing not prorated at Closing. Seller will retain all ownership rights relating to any such delinquent rents or other Property revenues attributable to the period prior to Closing; if County has not collected the same within thirty (30) calendar days from the Closing, then Seller may take such action as it deems necessary to collect such delinquent rents (or other Property revenues), including the commencement of an action against the tenants under the Leases or any other person liable for such delinquent rents or revenues, but not including any action for unlawful detainer or other action seeking to terminate such tenant's lease or occupancy of its premises or seeking to terminate any other Contract assigned to County at Closing.

4.5. County shall be credited and Seller shall be charged with the balance of any security deposits then held by Seller under the Leases. In the event that Seller holds any letters of credit as a tenant security deposit, then prior to the Closing Seller shall (i) execute and deliver to Title Company such assignment and/or transfer documents as may be called for under such letters of credit for the transfer of such letters of credit to County, and (ii) at County's option, either deliver into Escrow or deliver to County, upon confirmation of the Closing, the originals of such letters of credit. County and Seller shall each be responsible for fifty percent (50%) of the amount of the transfer fee required under such letters of credit.

4.6. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.7. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.8. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Leases (including any originals), Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.9. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

5. Opening and Closing.

5.1. Opening; Closing Date and Place. Within three (3) Business Days after the Effective Date, County and Seller shall deposit one (1) fully executed original Agreement into escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow agent with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the date (the "**Closing Date**") on which the grant deed in the form of Exhibit D attached hereto (the "**Deed**"), conveying the Real Property to County, is recorded in the Official Records of Los Angeles County, California. The Closing Date shall occur on the date that is thirty five (35) Business Days after the Effective Date, or such other date as Seller and County may agree in writing. Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the

“Funds”) shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, 40th floor, Suite 4000, Los Angeles, CA 90017 and the primary contact person is Cheryl Greer, Email: cgreer@cltic.com; Telephone: (213) 330-3080.

5.2. **Seller’s Closing Deliveries.** At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the “**Seller’s Deliveries**”):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit E attached hereto (the “**Bill of Sale**”), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit F attached hereto (“**General Assignment**”), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit G attached hereto (“**FIRPTA**”), executed by Seller;

5.2.5. A California FTB Form 593-C (“**Form 593-C**”), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A letter signed by Seller and addressed to the Tenants under the Leases, if any, advising the Tenants of the sale of the Property to County and directing that all future rent payments and other charges are to be forwarded to County at an address to be supplied by County;

5.2.8. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the “**Closing Statement**”), executed by Seller; and

5.2.9. Such evidence of Seller’s authority, the owner’s affidavit in the form of Exhibit H attached hereto and other documents reasonably required by the Title Company.

5.3. **County’s Closing Deliveries.** At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the “**County’s Deliveries**”):

5.3.1. The Purchase Price Balance;

5.3.2. County’s share of any prorations and expenses as provided in Section 4;

5.3.3. The General Assignment, executed by County;

5.3.4. The Closing Statement, executed by County;

5.3.5. Such evidence of County’s authority and other documents reasonably required by the Title Company; and

5.3.6. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County.

5.4. **Closing Expenses.** At Closing, Seller shall pay: (i) all documentary transfer taxes required to be paid as to the Deed, if any; (ii) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); (iii) the premium for the CLTA Policy (as defined in Section 6.1); and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. At Closing, County shall pay: (1) the additional premium costs to obtain an ALTA Policy (as defined in Section 6.1), if requested by County, and any endorsements desired by County; (2) the cost of any Survey ordered by County; and (3) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. **County's Conditions Precedent to Closing.** County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**"):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 5.5.5 is a nonwaivable County Condition Precedent), or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the

responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. **Seller's Conditions Precedent to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. **Title Company Actions at Closing.** At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; (iv) a copy of each of the FIRPTA and Form 593-C; (v) a copy of each estoppel certificate described in Section 3.4.3.2; and (vi) a copy of each letter described in Section 5.2.7.

5.8. **Operation of the Property Prior to the Closing Date.** Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

6. **Title Policy; Permitted Exceptions.**

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

6.2. In the event that County elects to obtain an ALTA Policy, County shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. County shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that County may elect to obtain.

7. **Representations, Warranties, Covenants and Acknowledgments.**

7.1. **Seller Representations and Warranties.** Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.1.1. Seller is a duly formed, duly organized and validly existing Limited Liability Company, a California Limited Liability Company, and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when

they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of the Leases and Contracts provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. Other than the Leases, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing. As of Closing, no person or entity other than County is in or entitled to possession of the Property, except for Tenants pursuant to the terms of their Leases. As of the Closing, there shall be no commissions or tenant improvement cost obligations for which County is responsible. No person or entity other than Seller and the Tenants under Leases is in or entitled to possession of the Real Property or any improvements thereon.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental

authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

"Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**"), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "**Environmental Law**" also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

“Hazardous Substances” shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conversation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller’s actual knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”).

7.1.18. Neither Seller, nor to Seller’s actual knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”) or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller’s possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase “to Seller’s knowledge,” or the “knowledge” of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of Sarkis Grigoryan, without duty of inquiry. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that

are qualified by Seller's knowledge. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years; provided, however, if any representation and warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company and receive from Title Company and/or Seller, within three (3) Business Days following delivery of County's termination notice. Notwithstanding the foregoing, if any representation of Seller provided herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. **County Representations and Warranties**. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Michael Rodriguez, without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3 **Survival**. The representations and warranties of County set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for a period of two (2) years.

8. **Rights and Remedies Upon Default**.

8.1 **Seller's Remedies Upon Default of County**. If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation

hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 **County's Remedies Upon Default of Seller.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 The provisions of this Section 8 shall survive termination of this Agreement.

9.0 **Casualty or Condemnation.**

9.1 In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within Ten (10) Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2 Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. **Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

11. **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California

12. **Time of Essence** Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature

14. **Waiver.** Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

15. **Construction.** Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

16. **Headings.** The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

17. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **Broker.** Upon the Closing, Seller shall pay real estate brokerage commissions to Pinnacle Estate Properties Inc. ("**Seller's Broker**") with respect to this transaction, in accordance with Seller's separate agreement with Seller's Broker (the "**Broker Agreement**"), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller's Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder's fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party

against any claims, losses, liability and damages, including reasonable attorneys' fees and costs, in connection with any commissions, finders' fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. This Section 18 shall survive the Closing.

19. **Assignment.** This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller's consent. Any permitted assignee shall succeed to all of County's rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

20. **Merger.** All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

21. **General Rules of Interpretation.** Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

22. **Date of Performance.** If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

23. **Third Parties.** This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

24. **Acceptance of the Deed.** The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the

Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

25. **Notices.** All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, "**Notices**") must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender's registered mail or certified mail receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County: County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. Fifth St., 36th Floor,
Los Angeles, CA 90013
Attn: Joyce Chang, Senior Manager
Telephone: (213) 974-4300
Email: jchang@ceo.lacounty.gov

With a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attn: Real Property Division

To Seller: Grigoryan Investments, LLC
9415 Telfair Ave.
Sun Valley, CA 91352
Attn: Sarkis Grigoryan
Telephone: 818-530-3010
Email: grigoryansarkis@ymail.com

26. **No Modification.** This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only

by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

27. **Rights of the Title Company.** If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

28. **Solicitation of Consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller’s provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller’s failure to provide such consideration may negatively affect the County’s consideration of the Seller’s offer to sell the Property. Seller shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Seller shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Seller’s submission being eliminated from consideration.

29. **No Offer or Binding Contract.** The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

"Seller"

GRIGORYAN INVESTMENTS, LLC,
a California corporation

DocuSigned by:

Sarkis Grigoryan

By: _____

Name: Sarkis Grigoryan

Title: Manager

"County"

COUNTY OF LOS ANGELES,
a body politic and corporate

JOSEPH M. NICCHITTA

Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

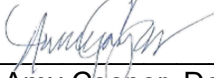
ATTEST:

DEAN C. LOGAN
Register-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Amy Cooper, Deputy

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between Grigoryan Investments, LLC, a California corporation, as Seller, and the County of Los Angeles, as County, dated _____, 2026, and relating to the property located at 14430 Vanowen Street, Los Angeles, California, 91405 as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated _____, 20__

By: _____
Its Duly Authorized Representative

Exhibit A

Legal Description of the Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST 70 FEET OF LOT 28 AND THE NORTH 45 FEET OF THE WEST 70 FEET OF LOT 27, IN BLOCK 23 OF TRACT NO. 1200, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

For reference purposes only: APN: 2237-002-021

Exhibit B

Contracts

Exhibit C

Leases

Exhibit D

Form of Grant Deed

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
555 W. Fifth St., 36th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use

ASSESSOR'S IDENTIFICATION NUMBER: 2237-002-021

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00;
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA;
GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRIGORYAN INVESTMENTS, LLC, a California corporation ("**Grantor**"), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate ("**Grantee**"), all of Grantor's rights, title and interests to that certain real property located at 14430 Vanowen Street, in the City of Los Angeles, County of Los Angeles, State of California 91405, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the
___ day of _____, 20__.

“Grantor”

Grigoryan Investments, LLC,
a California corporation

By: _____
Name: Sarkis Grigoryan
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
(insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit A (to Grant Deed)

Legal Description of the Property

Exhibit E

Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is made as of _____, by and between Grigoryan Investments, LLC, a California corporation ("**Seller**"), and County of Los Angeles, a body politic and corporate ("**County**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of _____, between Seller and County (the "**Agreement**"), all of Seller's right, title and interest, if any, in and to all (collectively, the "**Personal Property**") personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the "**Real Property**"). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its "AS IS" condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: _____

Grigoryan Investments, LLC
a California corporation

By: _____

Name: Sarkis Grigoryan

Title: Manager

Exhibit A (to Bill of Sale)

Legal Description of the Real Property

Exhibit F

Form of General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "**Assignment**") is made as of this ___ day of _____, 202_, by and between GRIGORYAN INVESTMENTS, LLC ("**Assignor**") and COUNTY OF LOS ANGELES, a body politic and corporate ("**Assignee**").

RECITALS

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated _____ (the "**Purchase Agreement**"), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the "**Real Property**"); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor's rights, title and interest in and to the Leases (defined below), the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

8.1. All leases, license agreements, and other agreements for occupancy of the Real Property identified on Schedule 2 attached hereto (the "**Leases**"); provided, however, that Assignor hereby retains all contract rights under the Leases that accrued prior to the transfer of the Real Property to Assignee, including without limitation, any and all rights and causes of action to recover past-due rent or other charges due under the Leases;

8.2. All service agreements, maintenance agreements, and other contracts listed on Schedule 3 attached hereto (the "**Contracts**"); and

8.3. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the "**Intangible Property**").

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor's obligations under the Leases and Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

GRIGORYAN INVESTMENTS, LLC, a
California corporation

By: _____
Name: Sarkis Grigoryan
Title: Manager

By: _____
Name: _____
Title: _____

ASSIGNEE:

COUNTY OF LOS ANGELES,
a body politic and corporate

JOSEPH M NICCITTA
Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Amy Cooper, Deputy

Schedule 1
Purchase Agreement

Schedule 2

Leases

Schedule 3

Contracts

Exhibit G

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. Grigoryan Investments, LLC ("Seller") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). Seller is owned one hundred percent (100%), either directly or indirectly, by _____ ("Transferor"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor's United States employer identification number is: _____.
4. Transferor's office address is: _____.

[Signature page follows.]

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: _____, 20__

TRANSFEROR:

By: _____

Name: _____

Title: _____

Exhibit H

Form of Owner's Affidavit

Los Angeles County, California

Order/File No. _____

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report _____ (with an effective date of _____, 2018) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that Commonwealth Land Title Insurance Company (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [_____], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause

of action for a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

[Signature Page Immediately Follows]

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this ____ day of _____, 20__.

“Owner”:

_____,

By:

Name: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

ss:

On _____, 20__ before me, _____
(insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit "A" (to Owner's Affidavit)

Legal Description of the Land

Exhibit I

Form of Tenant Estoppel

Tenant Estoppel Certificate

TO: _____ (“Landlord”)

and: County of Los Angeles (“County”)
Chief Executive Office
Real Estate Division
555 W. Fifth St., 36th Floor
Los Angeles, California 90013
Attn: Joyce Chang, Senior Manager

Re: that certain [NAME OF LEASE AGREEMENT] dated as of _____ (the “Lease”),
by and between Landlord and _____, a _____, (“Tenant”)
regarding _____ [DESCRIPTION OF LEASED
PROPERTY] (the “Premises”)

Except as otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Lease. Tenant hereby certifies to County and Landlord as follows:

1. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, is in full force and effect, and has not been modified, changed, altered, supplemented, assigned, extended or amended in any respect, except _____. A true, correct and complete copy of the Lease is attached hereto as **Exhibit A**.

2. [Base Rent] has been paid to the first day of the current month and all [Additional Rent] has been paid and collected in a current manner. There is no prepaid rent except \$_____.

3. The amount of the security deposit delivered under the Lease is \$_____, and such security deposit is held in the form of [cash/letter of credit].

4. [Base Rent] is currently payable in the amount of \$ _____ per month, exclusive of Tenant’s share of taxes and operating expenses. [Additional Rent] is currently payable in the amount of \$ _____ per month. The Base Rent will increase to \$_____ on _____.

5. The Lease [commenced on _____, ___ and] terminates on _____, 20___, unless sooner terminated in accordance with the terms of the Lease.

6. Tenant has no options to extend the term of the Lease, except _____.

7. Tenant has accepted possession and is in occupancy of the Premises.

8. There are no defaults on the part of Landlord under the Lease, and there are no events currently existing that would, with the lapse of time or the giving of notice or both, give Tenant the right to cancel or terminate the Lease. To Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and no charge, lien, claim, or set-off against Landlord or otherwise. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied, except _____.

9. Tenant is not entitled to any rent concessions, rebates or abatements (including any unpaid allowance or other contribution for improvements to the Premises), except as follows: _____.

10. Tenant has no right or option pursuant to the said Lease or otherwise to purchase all or any part of the Premises or the building of which the Premises are a part. Tenant has no right or option pursuant to the said Lease or otherwise to lease any additional space in the building of which the Premises are a part, except as set forth in the Lease.

11. Tenant has not assigned, transferred, or otherwise encumbered its interest under the Lease, or subleased or licensed any portion of the Premises, except _____.

12. There are no actions pending against Tenant or any guarantor of Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or any state.

13. Tenant represents and warrants that is has not used, generated, released, discharged, stored or disposed of any hazardous waste, hazardous substances, toxic waste, toxic substances or related materials (collectively, "**Hazardous Materials**") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws.

14. The statements contained herein may be relied upon by the Landlord and by any actual or prospective purchaser of the property of which the Premises is a part (including County) and its lenders and each of the foregoing's successors and assigns.

15. Each statement describing the Lease and the Premises set forth above is accurate.

16. There are no other agreements written or oral between the undersigned and the Landlord with respect to the Lease and/or the Premises and building.

17. Signature to this Tenant Estoppel Certificate if transmitted by e-mail, facsimile, .pdf or other electronic imaging shall be valid and effective to bind Tenant.

If a blank in this document is not filled in, the blank will be deemed to read "none."

If Tenant is a corporation or other entity, the undersigned signatory is duly appointed officer or other signatory and has the authority to bind the Tenant.

[signature on next page]

Tenant declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this _____ day of _____, 20____.

TENANT

_____,
a _____

By: _____
Name:
Its:

Exhibit A (to Form of Tenant Estoppel)

Lease

Schedule 3A
(Due Diligence Items Delivered)

LICENSE AGREEMENT

This License Agreement (this "**License**") is effective as of _____ (the "**Effective Date**"), by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**Licensor**"), and INCLUSIVE ACTION FOR THE CITY, a California nonprofit public benefit corporation ("**Licensee**"). Each of Licensor and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Licensor is the owner of certain real property located at 14430 Vanowen Street in the City of Los Angeles, County of Los Angeles, State of California, consisting of approximately 20,328 square feet of land, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Licensor and Licensee are parties to that certain Consultant Services Agreement dated May 3, 2024 (the "**Services Agreement**"), pursuant to which Licensee is providing certain services to assist Licensor in identifying, acquiring and facilitating the development of real property with affordable housing.

C. Pursuant to the Services Agreement, the Parties desire to enter into this License for the maintenance and security of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this License as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

1. GENERAL PROVISIONS.

1.1 Licensor hereby grants to Licensee a license to enter upon and do the following on the Property:

(a) Licensee may enter into one or more parking agreement(s) with County-approved vendors and sublicensees for the use of the Property as a revenue generating public parking lot. Prior to entering into said parking agreement(s) Licensee shall provide County with the name and contact information for their proposed parking vendor(s) for County's approval. County shall approve or deny said parking vendor(s) and sublicensees within ten (10) business days.

(b) Licensee agrees that any and all net revenues remaining after applying any revenues generated by a parking agreement to the payment expenses incurred by Licensee attributable to the operations and management of the Property (including without limitation, costs of insurance, security and reasonable overhead costs incurred by Licensee) shall be remitted to the County on a quarterly basis. Any such payments shall be delivered to the County by certified check made payable to the County of Los Angeles within thirty (30) days of the end of any applicable quarter at the address shown in Section 10 of this License, or to any other address to be provided by the County, and will include a breakdown of the monthly revenue collected by Licensee for the Property along with any expenses for the operation and maintenance of the

Property. Said payment received will be deposited by County into the Affordable Housing Programs Budget.

(c) Licensee shall keep and maintain the Property in a clean, neat, sanitary graffiti-free, and slightly condition and repair, and commensurate with the conditions existing at the time this License is executed, pursuant to and in accordance with all Legal Requirements. As used in this License, the term "**Legal Requirements**" means all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the Property or the parties hereto.

(d) Licensee shall perform such landscaping, cutting and mowing of grass and weeds with respect to the Property as shall be reasonably required for the safe and uninterrupted use of the Property.

(e) Licensee shall furnish or provide services or utilities to the Property as shall be reasonably required for the safe and uninterrupted use of the Property and, without limiting the generality of the foregoing, as shall be required by any Legal Requirements.

(f) Licensee shall maintain and manage the Property, including, without limitation, repair, maintenance, demolition and/or removal in a manner and to an extent as Licensee deems necessary or appropriate in its commercially reasonable discretion, but in any event in a manner and to an extent that shall allow the safe, sanitary, secure and attractive maintenance of the Property in accordance with all Legal Requirements. Notwithstanding the foregoing, Licensee shall not be obligated to make any repairs or maintenance to the Property that are in the nature of capital improvements.

(g) Licensee shall hire security services and install security devices as Licensee determines to be commercially reasonably required for the safe and uninterrupted use of the Property.

(h) Licensee shall have the right, but not the obligation, to perform any of the foregoing maintenance and security activities itself or using such service providers, vendors or contractors as Licensee shall reasonably determine in accordance with the Services Agreement.

1.2 The Property shall be used only by Licensee, its officers, directors, owners, trustees, agents, assigns, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, invitees or any other person or entity involved in any manner in the exercise of the rights under this License (collectively, the "**Licensee Parties**") for the purpose of its maintenance and security as provided herein, for due diligence study of the Property, to meet its obligations under the Services Agreement and for such related and incidental purposes or activities as are related thereto.

1.3 Licensee shall use, and shall cause Licensee Parties to use, the Property in compliance with all Legal Requirements. In addition, Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to commit waste, loss or damage to the Property.

2. TERM.

The term of this License (the "**Term**") shall commence on the date that Licensor delivers

the Property to Licensee following Licensors closing on the acquisition of the Property (the "**Commencement Date**"), and shall terminate two years thereafter, but no later than May 1, 2028 (the "**Termination Date**"), unless sooner terminated by the Parties in accordance with the terms of this License.

Licensee shall have two one-year options to extend this License, subject to County approval. Prior to exercising each option, Licensee shall notify County in writing no less than 60 days prior to the Termination Date with their written request to exercise their option. County shall notify Licensee no later than 15 business days prior to the Termination Date if Licensee's one year option is approved.

3. CANCELLATION.

Either Party shall have the right to terminate this License for any reason, by providing the non-terminating Party with sixty (60) days' prior written notice.

4. UTILITIES; SERVICES.

Licensee shall be solely responsible for all utilities and services associated with the use and operation of the Property.

5. TAXES.

The interest (as defined in California Revenue and Taxation Code Section 107) in the Property created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the Property arising solely as a result of Licensee's specific use or operation of the Property during the Term, or as a result of any improvements made by Licensee to the Property during the Term.

6. INDEMNIFICATION.

6.1 Licensee shall indemnify, defend, and hold harmless the Licensor, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

7. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensor, in the amount and coverages specified in and issued by insurance companies as described in Exhibit B. Licensee shall report to Licensor any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor in writing within three (3) business days of occurrence.

8. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this License and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10. ADDRESS FOR NOTICES.

Any notice required to be given under the terms of this License or any law applicable thereto may be addressed to the respective party as follows:

To Licensor:
County of Los Angeles
Chief Executive Office-Real Estate Division
555 W. Fifth Street, 36th Floor
Los Angeles, CA 90013
Attn: Joyce L. Chang, Senior Manager

AND

County of Los Angeles
Homeless Services and Housing
320 W. Temple St., 7th Floor
Los Angeles, CA 90013
Attn: Vani Dandillaya

To Licensee:

Inclusive Action for the City
2900 E. Cesar E. Chavez Ave,
Los Angeles, CA 90033
Attention: Austin Pritzkat-Jackson
Email: austin@inclusiveaction.org

With a copy to:

Somos Law Group
304 South Broadway, Suite 350
Attn: Tetlo Emmen, Esq.
Email: Tetlo@somosgroup.org

Any payment required to be made by Licensee under the terms of this License may be addressed to the respective party as follows:

County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, Room 603
Los Angeles, California 90012
Attn: Franchise/Concessions Section

11. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this License, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this License shall not render the other provisions thereof unenforceable, invalid, or illegal.

12. AUTHORITY.

12.1 Licensee. Each individual executing this License on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensee, and that this License is binding upon Licensee in accordance with its terms.

12.2 Licensor. Each individual executing this License on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensor, and that this License is binding upon Licensor in accordance with its terms.

13. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this License and that accordingly, no court construing this License shall construe it more stringently against one Party than the other.

14. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first written above.

LICENSOR:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
INTERIM CHIEF EXECUTIVE OFFICER

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder\County Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON,
County Counsel

By: _____
Deputy County Counsel

LICENSEE:

INCLUSIVE ACTION FOR THE CITY,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST 70 FEET OF LOT 28 AND THE NORTH 45 FEET OF THE WEST 70 FEET OF LOT 27, IN BLOCK 23 OF TRACT NO. 1200, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2237-002-021

EXHIBIT B

Insurance Requirements

GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. 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 Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage ("**Certificate**") satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.

- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("**NAIC**") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any Licensor required endorsement forms.

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

- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. Fifth St., 36th Floor
Los Angeles, CA 90013

Licensee also shall promptly notify Licensor of any third-party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises.

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

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance

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

Use of the Property shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

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

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

Licensee 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.

L. Separation of Insureds

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

III. INSURANCE COVERAGE TYPES AND LIMITS

A. **Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor 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

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

C. **Workers Compensation and Employers' Liability insurance** or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. **Commercial Property Insurance.** Such insurance shall:

- Provide coverage for Licensor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensor as their interests may appear.

E. **Crime Insurance.** A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 100,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/13/2026	
BOARD MEETING DATE	N/A	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Advance notification to the Board of the Department's intent to enter into negotiations for a Sole Source Amendment (Amendment) to extend Agreement Number 77870 (Agreement) with Mideo Systems, Inc. (Mideo) for forensic imaging equipment maintenance and support services (Services).	
PROGRAM	Forensic Imaging Equipment Maintenance and Support Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Amendment is needed to ensure the most efficient continuation of Services while the Department completes the solicitation process for a successor contract and the implementation of Services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current agreement expires on November 28, 2026.	
COST & FUNDING	Total cost: TBD	Funding source: General Fund
	TERMS (if applicable): Two years	
	Explanation:	
PURPOSE OF REQUEST	Extension of the current Agreement with Mideo for an additional two-year period.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 20, 2012, the Board approved Sole Source Agreement Number 77870 with Mideo for a term of three years, with four additional one-year option periods. On June 20, 2025, the Department released a Request for Information (RFI) to identify vendors who could provide a forensic imaging system comprised of case image management software and integration capabilities. The Department received one response to the RFI; however, the vendor's demonstration of its proposed system did not meet the RFI requirements.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone, and Email: <ul style="list-style-type: none"> • Cynthia Lopez, Contracts Manager, 213-229-3267, ctlopez@lasd.org • James Carroll, Crime Laboratory Director, 323-260-8502, JPCarrol@lasd.org 	

May 13, 2026

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

Dear Supervisors:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS
FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77870
WITH MIDEO SYSTEMS INC., FOR FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES**

SUBJECT

This letter provides notification to the Board, in accordance with Board Policy 5.100 Sole Source Contract and Amendments, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to extend Agreement Number 77870 (Agreement) with Mideo Systems, Inc. (Mideo), for continued forensic imaging equipment maintenance and support services (Services) for the Department's Scientific Services Bureau (SSB).

PURPOSE

The current Agreement expires on November 28, 2026. The proposed Amendment will extend the term of the Agreement for an additional one-year period, plus 12 one-month periods, to be exercised in any increment, from November 29, 2026, through and including November 28, 2028. The extension will ensure uninterrupted Services while the Department completes the solicitation process for a successor contract and allow the awarded contractor to successfully implement the successor system and Services.

BACKGROUND

On November 20, 2012, the Board approved Sole Source Agreement Number 77870 with Mideo for a term of three years, with four additional one-year option periods.

The Agreement has been amended on ten occasions to, among other things, extend the term of the Agreement through November 28, 2026.

The SSB operates one of the largest full-service crime laboratories (Crime Lab) in the United States. The Crime Lab provides forensic science support to all law enforcement agencies in the County, with the exception of the Los Angeles Police Department. Approximately one-half of the nearly 70,000 cases submitted annually to the Crime Lab are from Department investigators, while the remainder of the cases submitted are from local, state, and federal police agencies. Since 2008, SSB Crime Lab has utilized proprietary Mideo forensic imaging equipment to capture and/or securely store images of crime scenes and evidentiary items that are submitted to the Crime Lab.

The Services are critical to the operational integrity of SSB and its ability to accurately capture, catalog, and monitor changes made to digital forensic evidence. The Mideo case image management software provides image enhancement necessary to optimize images for analysis and interpretation and is periodically updated to involve service upgrades and resolve potential systemic issues.

On June 20, 2025, the Department released a Request for Information (RFI) to identify vendors that could provide a forensic imaging system comprised of case image management software and integration capabilities. The Department received one response to the RFI; however, the vendor's demonstration of its proposed system did not meet the RFI requirements.

The Department anticipates the release of a Request for Proposal for a successor contract in mid-2027.

SOLE SOURCE JUSTIFICATION

The forensic imaging software is proprietary to Mideo. Mideo does not contract with, authorize, or otherwise certify any third party to maintain its system technology.

Approval of the recommended action will ensure the most efficient continuation of Services while the Department completes both the solicitation process and the implementation of a successor contract.

CONCLUSION

Pursuant to Board policy, the Department will proceed with negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Cynthia Lopez, Fiscal Administration Bureau at (213) 229-3267.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:YL:yl

(Fiscal Administration Bureau–Contracts Unit)

- c: Board of Supervisors, Justice Deputies
 - Edward Yen, Executive Officer, Board of Supervisors
 - Joseph Nicchitta, Interim Chief Executive Officer
 - Brian Hoffman, Manager, Chief Executive Office (CEO)
 - Anna Petrosyan, Senior Analyst, CEO
 - Michael Xie, Senior Budget Analyst, CEO
 - Dawyn R. Harrison, County Counsel
 - Peter Loo, Chief Information Officer, Office of the Chief Information Officer
 - Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - Sergio V. Escobedo, Chief of Staff, Office of the Sheriff
 - April L. Tardy, Undersheriff
 - Gerardo J. Pinedo, Assistant Sheriff, CFAO
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Brian Yanagi, Chief, Technology Support Division (TSD)
 - Richard F. Martinez, Assistant Division Director, ASD
 - David C. Sum, Commander, TSD
 - David E. Culver, Bureau Director, Financial Programs Bureau
 - Tracey Jue, Bureau Director, Fiscal Administration Bureau (FAB)
 - James P. Carroll, Crime Laboratory Director, Scientific Services Bureau (SSB)
 - Kirsten F. Correa, Crime Laboratory Assistant Director, SSB
 - Oscar R. Butao, Lieutenant, ASD
 - Alex Madera, Assistant Bureau Director, FAB, Contracts Unit (CU)
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD
 - Cynthia Lopez, Administrative Services Manager (ASM) III, FAB, CU
 - Isabel Ibarra, ASM II, FAB, CU
 - Yung (Donna) Lin, ASM I, FAB, CU

(Contracts/Advance Notification – Forensic Imaging Equipment Maintenance and Support Services 02-XX-26)