

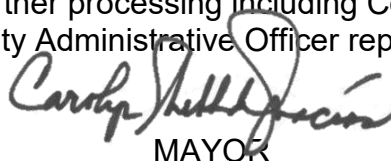
0150-12631-0000

T R A N S M I T T A L

TO Janisse Quinones, General Manager Los Angeles Department of Water and Power	DATE 6/20/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT N/A	

**LOS ANGELES DEPARTMENT OF WATER AND POWER PROPOSED RESOLUTION
AUTHORIZING AN AMENDMENT TO AGREEMENT NO. 47538 WITH
ORACLE AMERICA, INC. FOR THE BUDGET AND DECISION SUPPORT SYSTEM AND
INTEGRATION SERVICE PROJECT**

Transmitted for further processing including Council consideration.
See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

Attachment

MWS:PJH/JVW:IR:10240186

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date:

CAO File No.: 0150-12631-0000

Council File No.:

Council District: All

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Communication from the Department of Water and Power dated April 1, 2024; referred by the Mayor for report on April 1, 2024

Subject: **LOS ANGELES DEPARTMENT OF WATER AND POWER PROPOSED RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT NO 47538 WITH ORACLE AMERICA, INC. FOR THE BUDGET AND DECISION SUPPORT SYSTEM AND INTEGRATION SERVICE PROJECT**

RECOMMENDATION

That the Mayor:

1. Approve the Los Angeles Department of Water and Power proposed Board Resolution authorizing an amendment to Agreement No. 47538 with Oracle America, Inc. to extend the term by an additional three years, from May 28, 2024 through May 27, 2027, for a total term of eight years, update the insurance terms, and Services Rates for the extension years, to support the integration of the new Budget and Decision Support System with the Enterprise Resource Planning System for an unchanged total not to exceed contract amount of \$7,500,000; and
2. Return the proposed Resolution to the LADWP for further processing, including Council consideration.

SUMMARY

The Los Angeles Department of Water and Power (LADWP) requests approval to execute an amendment to Agreement No.47538 with Oracle America, Inc. (Oracle) to extend the term by an additional three years, for a total term of eight years, to support additional work to integrate the new Budget and Decision Support System referred to as the Hyperion Planning Budget (HP Budget) with the Enterprise Resource Planning (ERP) System, once it goes live in January 2025. The original Agreement expires on May 27, 2024 and will be extended through May 27, 2027. The total not to exceed contract limit of \$7,500,000 for the original Agreement will remain unchanged and includes \$1,500,000 in available funds set aside for Unanticipated Costs. In addition to the term extension, approval of the amendment will increase and update the Hourly Service Rates under the original Fee Schedule for the extension years, as well as update insurance language to ensure compliance with

the LADWP's current Terms and Conditions. The Department notes that the Contractor's performance has been satisfactory over the first five years of the Agreement.

The proposed Amendment has been reviewed and approved as to form by the City Attorney. Pursuant to Charter Section 373, and the Los Angeles Administrative Code Section 10.5 (e) for amendments involving the same party with no new competitive process with a cumulative period longer than five years, City Council approval is required. Our Office has reviewed the request and recommends approval.

BACKGROUND

The LADWP is currently working on upgrading its outdated, aging and fragmented financial systems, and human resources management systems to support efficiency, evolving business practices, analytics, and reporting required for decision makers.

As part of the LADWP Strategic Plan, modernization of information technology and infrastructure is identified as a high priority to support the Department's overall goals and objectives. LADWP's Information and Technology Services Division embarked on two initiatives to support these efforts: 1) implementation of new ERP software to replace legacy mainframe systems beginning with human resources and payroll modules concluding with finance and procurement; and 2) implementation of a new integrated budget and decision support system, referred to as the HP Budget. As part of the overall ERP Program, there are two phases; Phase I is completion of the ERP System being implemented by Workday, and Phase II is completion of the HP Budget integration being completed by Oracle. The implementation of the ERP System has experienced delays, and has new go-live dates of January 2025 and July 2025 for the HCM/Payroll and Financial management modules. The HP Budget integration remains contingent on completion of the ERP design and configuration, resulting in delays.

Hyperion Planning Budget (HP Budget) – The HP Budget is the name of the Oracle application which is used by LADWP to develop the Department's budget and is the source for all financial transactions. This application is also known as the Budget and Decision Support System. HP Budget was successfully completed and went live on July 1, 2021, and later successfully updated and migrated from Oracle's on premise version to Oracle Cloud Infrastructure (OCI) on October 26, 2022.

Competitive Selection Process – The LADWP released Request for Proposal (RFP) No. 90466 in May 2018 for the HP Budget and Decision Support System and Integration Services and eight proposals were received. Proposals were evaluated by a seven member evaluation team, consisting of staff representatives from the Water, Power, Joint Systems, Information Technology Services, and Financial Services Organization. Oracle was selected as the most qualified vendor. The original agreement was approved by the LADWP Board of Water and Power Commissioners (Board) on May 28, 2019 for a total term of five years with a maximum contract amount of \$7,500,000, including \$1,584,694 for contingency for unanticipated costs, to support the initial purchase, system implementation, maintenance and technical support required for the HP Budget.

Proposed Agreement and Costs – The proposed Agreement is for a term of three additional years, for a total contract term of eight years from May 28, 2019 through May 27, 2027. Additional funds are

not being requested, as the original Agreement set aside funding for unanticipated costs as noted above. LADWP indicates that \$5,899,449 has been expended as of May 1, 2024, and anticipates that the remaining \$1,500,000 are available and sufficient for any additional Task Orders required for HP Budget integration with the Workday ERP. Per the Workday ERP workload and timeline, ERP is only responsible for its side of the interface, and professional services required for integration between both systems (the HP Budget and ERP) are not part of the scope of the ERP Agreement. LADWP recommends that the Agreement with Oracle be amended to extend the term by three years to allow for unforeseen delays as warranted for integration needs, increases and updates the Fee Schedule and Hourly Rates for professional services, and updates LADWP insurance Terms and Conditions. LADWP anticipates that additional support services will need to be performed to complete the integration and may be added via Task Orders pursuant to Section 3.2.1 of the original contract.

Specifically, the three amendments to the original Agreement are as follows:

1. Article 2.1 – Term of the Agreement / Task Orders - New language *replaces* a total of five years with a total of eight years, subject to the termination provisions herein provided, and *adds* that however during the final three years of the term, only Task Orders described in Section 3.2.1 may be issued and no Programs, Cloud Services, technical support, Hardware, or except pursuant to such Task Orders, Services will be provided hereunder. Section 3.2.1 pertains to additional Services not included in the initial Statement of Work that are for use in connection with Programs, Hardware or Cloud Services purchased, consisting primarily of functional and technical support to integrate the HP Budget with the ERP.
2. Exhibit C – Fee Schedule is replaced to update and increase Hourly Service Rates – The initial service rates were negotiated over five years ago as part of the original Agreement. No adjustments have occurred since 2019 and LADWP Supply Chain Services, with agreement by the City Attorney concurred that it is reasonable to allow the Contractor to update their rates to include inflationary increases. Contractor has proposed annual rate increases (inclusive of expenses) effective 2024 to 2027. Over the three years, the rates increase by two percent per year, however the initial bump from the 2019 rates to the new 2024 rate are increased from a minimum of twelve percent to a maximum of forty two percent depending upon the Level of expertise. LADWP indicates that Oracle no longer uses the rate structure in the original Agreement and the proposed rates are low in comparison with rates secured in 2021 under Agreement No. 45762 with Oracle for Customer Care and Billing Maintenance and Support Services. As such LADWP Supply Chain Services is of the opinion that the proposed rates are reasonable.
3. Exhibit A – General Conditions (GC) 14 – Article B – Applicable Terms and Conditions. Item (1) Insurance language is modified to *add* that specified insurance shall by scheduled endorsements be attached to such policies; and Item (5) is amended to *add* that Consultants shall provide proof to the Risk Manager of all specified insurance and related requirements using either an Acord certificate of insurance or document along with any required scheduled endorsements; and *included* a requirement to upload proof of insurance to the LADWP's Insurance Compliance System website.

All other terms and conditions of the original Agreement remain unchanged.

Alternatives Considered – There are no comparable alternatives to providing integration services with the ERP System, as the LADWP does not have staff with this level of technical and functional experience or expertise to adequately support the integration of its HP Budget System with the ERP System. Integration of both systems is critical to effective and efficient fiscal management, to support budget control, monitoring and decision making. Should the extension not be approved, the current contract will expire on May 27, 2024 and the successful integration of both systems will be disrupted.

CITY COMPLIANCE

Charter Section 1022 – In May 2019, the Board adopted Board Resolution 019212 and determined that it is more feasible to have the work performed by an independent contractor.

California Environmental Quality Act (CEQA) – The Department determined that this item is exempt pursuant to CEQA Guidelines Section 15060(c)(3) because the actions being taken are administrative and does not meet the definition of a project. Section 15378(b)(2) states that continuing administrative or maintenance activities, such as amendment of an existing contract does not meet that definition. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed amendment to Agreement No. 47538 with Oracle America, Inc. for budget integration support services for the HP Budget will not have an impact on the General Fund. The Agreement will be extended for an additional three years, for a total of eight years. The total maximum contract amount of \$7,500,000 remains unchanged and is budgeted within the Power Revenue Fund for this purpose. The recommendations in this report comply with the LADWP's adopted Financial Policies.

MWS:PJH/JVW:IR:10240186

Attachment A – April 1, 2024 Correspondence from LADWP, Proposed Resolution and Amendment June 12, 2019 executed Oracle Agreement



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners

Richard Katz, President

George S. McGraw, Vice President

Nurit D. Katz

Mia Lehrer

Wilma J. Pinder

Chante L. Mitchell, Secretary

Martin L. Adams, General Manager and Chief Engineer

April 1, 2024

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Mail Stop 370

Attention: Ms. Heleen Ramirez, Legislative Coordinator

Dear Mayor Bass:

Subject: Amendment No. 1 to Agreement No. 47538 for a Budget and Decision Support System and Integration Services with Oracle America, Inc.

In accordance with Executive Directive No. 4, enclosed is a copy of a Board letter and supporting documents recommending approval and transmittal to the Los Angeles City Council of Amendment No. 1 to Agreement No. 47538 between Los Angeles Department of Water and Power and Oracle America, Inc., adding three years to the Agreement for a Budget and Decision Support System and Integration.

It is respectfully requested that your review be completed as soon as possible. Once the required City Administrative Officer report has been received, the matter will be scheduled for action by the Los Angeles Board of Water and Power Commissioners and forwarded to the Los Angeles City Council for final consideration.

Please contact Mr. Paul Habib, Director of Legislative and Intergovernmental Affairs, at (213) 367-3846 upon completion of the review, if the review will take longer than 30 days, or if there are any questions regarding this item.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Adams', is written over a light blue horizontal line.

Martin L. Adams
General Manager and Chief Engineer

MA/AMS:jm

Enclosure

c/enc: Mr. Luis Gutierrez, Office of the Mayor
Dr. Frederick H. Pickel, Office of Public Accountability
Mr. Matthew W. Szabo, Chief Administrative Officer
Board of Water and Power Commissioners
Mr. Paul Habib



Los Angeles
Department of
Water & Power

RESOLUTION NO. _____

BOARD LETTER APPROVAL

A handwritten signature in blue ink, appearing to read 'Ann M. Santilli', written over a horizontal line.

ANN M. SANTILLI
Chief Financial Officer

MARTIN L. ADAMS
General Manager and Chief Engineer

DATE: March 28, 2024

SUBJECT: Amendment No. 1 to Agreement No. 47538 for Budget and Decision Support System and Integration Services with Oracle America, Inc.

SUMMARY

The proposed Amendment No. 1 (Amendment) to Agreement No. 47538 (Agreement) with Oracle America, Inc. (Oracle) is to extend the term of the Agreement by three years, for a total term of eight years, update Service Rates for the extension years, and update the Insurance Terms. The not-to-exceed amount and other terms and conditions of the Agreement will remain unchanged. The Agreement was originally the result of a competitive solicitation process, under Request for Proposal (RFP) No. 90466.

The Amendment will allow LADWP to maintain the authority to request quotes and access services, within the existing scope, for expert technical and functional services to support LADWP functional and technical staff in different areas including, but not limited to, the integration of the Hyperion Planning Budget application (HP Budget) with the Workday Enterprise Resource Planning (ERP) System.

City Council approval is required in accordance with Charter Section 373.

RECOMMENDATION

It is requested that the Board of Water and Power Commissioners (Board) adopt the attached Resolution approving and recommending City Council's approval of the Amendment to the Agreement with Oracle, as required in Charter Section 373.

ALTERNATIVES CONSIDERED

There are no viable alternatives to the Amendment. Without the Amendment, the contract for professional services to support the current HP Budget application will

expire on May 27, 2024, interrupting the availability of technical and functional resources that may be needed for integration with the Enterprise Resource Planning (ERP) System. Once the ERP goes live in mid-2025, HP Budget and ERP will need to be integrated in order to enable the FY 2026 – 2027 budget cycle commencing in September – October of 2025.

FINANCIAL INFORMATION

This Amendment will extend the term of the Agreement by three years and will not increase the current not-to-exceed amount of \$7,500,000.

BACKGROUND

The Agreement was originally adopted by the Board on May 28, 2019, under Resolution No. 019-212 to procure a Budget and Decision Support System and Integration Services, for a term of five years and for an amount not to exceed \$7,500,000 (budgeted). The Agreement includes products and services needed to deliver a fully functional budget system. The new budget application, HP Budget, successfully went into production on July 1, 2021 and on October 26, 2022, the upgrade and migration from Oracle's on-premise version to Oracle Cloud Infrastructure (OCI) was completed.

LADWP is currently working on the implementation of its ERP System. At the time the Agreement was approved, the ERP implementation timeline, functionalities and computing environment were unknown; however, the Board was informed that the new Budget Application could either be replaced by the ERP System or required to align and integrate with the ERP System. During the ERP Architect Design Sessions (4th quarter of 2023), with the participation of the ERP Project Management Office, Financial Systems Replacement and the Budget Office organizations, it was decided the Budget Application will not be replaced by the ERP and there will be a need to align and integrate HP Budget with ERP once it goes live. There is approximately \$1.5 million of unused "Unanticipated Costs" funds available under the Agreement to be used for the Amendment. The primary reasons for the need to amend this Agreement are as follows:

- Since ERP is only responsible for its side of the interface, any professional services required for integration between ERP and HP Budget are not within the scope of the ERP Agreement and must be sourced from this Agreement.
- Due to delays in the ERP timeline with new go-live dates of January 2025 and July 2025 for the HCM/Payroll and Financial Management modules, respectively, the ERP design and configuration remains unfinished. As a result, the HP Budget integration services are delayed as they are dependent upon ERP design and configuration. In the event external technical resources with knowledge of the HP

Budget application are required, this Amendment will allow for uninterrupted availability of these resources.

The Amendment also includes updates to Service Rates for time and materials Task Orders for professional services for the years of the extension and updates to GC-14 Insurance terms to incorporate the requirement to use LADWP's new Insurance Compliance System for submission of proof of insurance.

Oracle's performance during the initial term of this Agreement was satisfactory.

In accordance with the Mayor's Executive Directive No. 4, the City Administrative Officer's Report has been requested.

ENVIRONMENTAL DETERMINATION

Determine item is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(3). In accordance with this section, an activity is not subject to CEQA if it does not meet the definition of a project. Section 15378(b)(2) states that continuing administrative or maintenance activities, such as an amendment of an existing contract, does not meet that definition. Therefore, approval of Amendment No. 1 to an existing contract with Oracle for budget and decision support system and integration services is not an action subject to CEQA.

CITY ATTORNEY

The Office of the City Attorney reviewed and approved the Resolution and Amendment as to form and legality.

ATTACHMENTS

- Procurement Summary
- Resolution
- Amendment

PROCUREMENT SUMMARY

1.	Recommended Vendor: Oracle America, Inc.
2.	Procurement Type: Amendment
3.	Procurement Details: A. Contract Status: Amendment No. 1 B. Bid Advertisement Date: N/A C. Pre-Bid Conference Date: N/A D. Bid/Proposal Due Date: N/A E. Number of Downloads of Solicitation: N/A F. Number of Bids/Proposals Received: N/A G. Protest Received: Not applicable
4.	Buyer Assigned: Carlos Aguilar
5.	Contract Administrator: Ana Maria Mesa-Mahan
6.	LADWP System: Joint/Financial Services Organization, Budget and Cost of Services
7.	Contact Person for Item: Marianne Anz

A. Evaluation Rating Summary of Proposals

Not applicable to the Amendment.

B. Evaluation of Proposal

Not applicable to the Amendment.

C. Procurement History

Service/Item History – Number of Times Item or Service has been Procured					
Contract/ PO No.	Contractor	Term of Contract	Start Date	Ending Date	Original Contract Amount
47538	Oracle America, Inc.	5 years	5/28/2019	5/27/2024	\$7,500,000

Vendor Experience – Number of Contracts Vendor had with LADWP During the Past 10 Years					
Contract/ PO No.	Contract Description	Term of Contract	Start Date	Ending Date	Contract Amount
47642-1	Customer Care and Billing Maintenance and Support	3 years with 2 one-year renewal options	10/20/2021	10/19/2024	\$23,700,000
0767-6	Oracle Software, Licensing, Maintenance and Technical Support	3 years and 6 months with 5 one-year renewal options	3/16/2016	7/27/2024	\$ 62,000,000
44717 3	Oracle Cloud Service Subscription	1 year	5/29/2023	5/28/2024	\$531,000
44972 4	Oracle Customer Cloud Service Pilot License	6 months	12/22/2023	6/21/2024	\$48,960
41076 4	Oracle Java	1 year	2/29/2024	3/28/2025	\$502, 260.
41077 4	Oracle PaaS and IaaS Universal Credits	2 years	2/29/2024	3/28/2026	\$1,400,000

41078 4	Oracle Hyperion Licenses	2 years	5/28/2024	5/27/2026	\$232,220.19
41079 4	Oracle Essbase and Additional Hyperion Licenses	2 years	5/28/2024	5/27/2026	\$174,274.40
41080 4	Oracle Database Licenses	2 years	2/23/2024	2/22/2026	\$1,223,388
47372B-6	Customer Information System Support and Upgrade	3 years with 5 one-year renewal options	1/20/2016	1/19/2024	\$116,500,000
48335-3	Oracle Cloud Subscription Services	10 months	08/01/2022	05/31/23	\$51,517
1608-9	Oracle Hardware, Licensing and Related Applications	1 year with 2 one-year renewal options	11/7/2018	11/6/2021	\$ 13,500,000
49428-8	Assessment of DWP Readiness to Install Primavera P6	6 months	7/1/2017	12/31/2017	\$ 18,065
47201-4	Advanced Customer Support Services	3 years	11/26/2013	11/25/2016	\$ 23,000,000
49196-4	Expert services to support CISCON go-live	1 year	8/29/2013	8/28/2014	\$ 150,000
47446-6	Software Licensing and Maintenance	9 years	9/25/2005	9/24/2014	\$ 36,700,000

D. Local Business Preference Program (LBPP)

Not applicable to the Amendment.

E. Additional Outreach Efforts Taken

Not applicable to the Amendment.

F. Small Business Enterprises (SBE)/Disabled Veterans Business Enterprises (DVBE)/Minority Business Enterprises (MBE)/Women Business Enterprises (WBE)/Other Business Enterprises (OBE) Subcontracting Participation

There were no subcontracting opportunities identified under this RFP due to the emergency circumstance of the work. However, proposers were encouraged to utilize SBE, DVBE, MBE, WBE, and other firms where feasible.

WHEREAS, Oracle America, Inc. (Oracle) was awarded Agreement No. 47538 (Agreement) by the Los Angeles Department of Water and Power (LADWP) Board of Water and Power Commissioners (Board) on May 28, 2019, to provide a Budget and Decision Support System and Integration Services as a result of a competitive solicitation process, under Request for Proposal No. 90466; and

WHEREAS, the Agreement was awarded for a term of five years and an amount not to exceed \$7,500,000; and

WHEREAS, LADWP is currently working on the implementation of the Workday Enterprise Resource Planning (ERP) System and LADWP leadership has decided the Hyperion Planning Budget System (HP Budget) will not be replaced by the ERP and will need to align and integrate HP Budget with the ERP once it goes live on July 2025, which is after the five-year term of the Agreement; and

WHEREAS, LADWP has determined that Amendment No. 1 (Amendment) is necessary to keep specialized external technical and functional resources with knowledge of HP Budget to integrate HP Budget and ERP beyond the current contract term and through completion of the integration of HP Budget with ERP; and

WHEREAS, LADWP recommends approval of the Amendment to the Agreement for a three-year extension, updated Service Rates for the extension years, updated Insurance Terms and no change to the not-to-exceed amount; and

WHEREAS, the term of the Agreement exceeds the total contract time period set by ordinance, and in accordance with City Charter Section 373, City Council approval is required.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Agreement, approved as to form and legality by the City Attorney and on file with the Secretary of the Board is hereby approved.

BE IT FURTHER RESOLVED that pursuant to City Charter Section 1022, the Board finds that it is more feasible to have the work performed by an independent contractor.

BE IT FURTHER RESOLVED that the Chief Accounting Employee of LADWP, upon proper certification, is authorized and directed to draw demands on the Power Revenue Fund(s), in accordance with the terms of this Amendment to the Agreement and this Resolution.

BE IT FURTHER RESOLVED that the President or Vice President, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said Amendment for and on behalf of LADWP upon approval by the City Council pursuant to City Charter Section 373.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney

By

Bethany A. Burgess,

BETHANY A. BURGESS

Deputy City Attorney

Date: March 29, 2024

Secretary

**AMENDMENT NO. 1 TO AGREEMENT NO. 47538
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
ORACLE AMERICA, INC.**

This Amendment No. 1 to Agreement No. 47538 is made and entered into by and between the City of Los Angeles, a municipal corporation acting by and through the Los Angeles Department of Water and Power (hereinafter the "LADWP"), and Oracle America, Inc., (hereinafter the "Consultant"). Individually, Department and Consultant are referred to under this Amendment as a "Party" and collectively as the "Parties."

WHEREAS, as the result of a competitive solicitation process, under Request for Proposal (RFP) No. 90466, on May 28, 2019, the Parties entered into Agreement No. 47538 titled "Budget and Decision Support System and Integration Services"; and

WHEREAS, the Parties are amending the Agreement for the purpose of extending the Agreement term by three years with no change to the contract not-to-exceed amount for as needed services.

NOW, THEREFORE, BE IT RESOLVED that the Parties agree that the Agreement be amended as follows:

- 1) Article 2.1 Term of the Agreement previously read as:

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate five (5) years thereafter, subject to the termination provisions herein.

Article 2.1 Term of the Agreement is hereby amended to read as:

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate eight (8) years thereafter, subject to the termination provisions herein provided, however, that during the final three (3) years of the term, only Task Orders described in Section 3.2.1. may be issued, and no Programs, Cloud Services, technical support, Hardware, or, except pursuant to such Task Orders, Services will be provided hereunder.

- 2) On Page C7, **Exhibit C – Fee Schedule, Section 4. Service Rates** previously read as:

For a period of five (5) years from the effective date of the Agreement, time and materials change orders for additional OCS implementation services shall be provided at the rates set forth below ("Consulting Rates"):

Level	Title	Hourly Rate (Inclusive of Expenses)
9	Sr. Practice/Tech Director	\$278.30
8	Practice/Tech Director	\$253.00
7	Practice/Tech Manager	\$218.21
6	Senior Principal Consultant	\$202.40
5	Principal Consultant	\$177.10
4	Senior Consultant	\$145.48
3	Staff Consultant	\$126.50

On page C7, **Exhibit C – Fee Schedule, Section 4. Service Rates** is hereby amended by inserting the following text and table at the end of Section 4:

For the period from May 28, 2024 through May 27, 2027, time and materials Task Orders for additional services shall be at the rates set forth below:

		Hourly Rate (Inclusive of Expenses)			
Level	Title	2024	2025	2026	2027
9 & 8	Director	\$359.73	\$366.92	\$374.26	\$381.75
7 & 6	Managing Consultant	\$262.58	\$267.83	\$273.19	\$278.65
5 & 4	Advanced Consultant	\$198.31	\$202.28	\$206.32	\$210.45
3 & 2	Consultant	\$152.94	\$156.00	\$159.12	\$162.30

- 3) GC-14 Insurance, Article B. Applicable Terms and Conditions, (1) Additional Insured Status Required previously read as:

- (1) Additional insured Status Required

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page (**Exhibit F**). The specified insurance shall by use of City's own endorsement form or by other endorsement(s) attached to such policies, include the City of Los Angeles, LADWP, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds against the area of risk described herein as respects Consultant's acts, errors, or omissions in its performance of this Agreement, hereunder or other related functions as agreed upon by the parties and performed by or on behalf of Consultant. Such insurance shall not limit, qualify or extend the liabilities and obligations of the Consultant assumed under this Agreement.

GC-14 Insurance, Article B. Applicable Terms and Conditions, (1) Additional Insured Status Required is hereby amended to read as:

(1) Additional insured Status Required

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page (**Exhibit F**). The specified insurance shall by scheduled endorsements attached to such policies, include the City of Los Angeles, LADWP, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds against the area of risk described herein as respects Consultant's acts, errors, or omissions in its performance of this Agreement, hereunder or other related functions as agreed upon by the parties and performed by or on behalf of Consultant. Such insurance shall not limit, qualify or extend the liabilities and obligations of the Consultant assumed under this Agreement.

4) GC-14 Insurance, Article B. Applicable Terms and Conditions, (5) Submission of Acceptable Proof of Insurance and Notice of Cancellation previously read as:

- (5) Submission of Acceptable Proof of Insurance and Notice of Cancellation
Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by use of LADWP's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverage shall be filed with LADWP prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for LADWP, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by electronic means or registered mail to: The Risk Management Section, Financial Service Organization, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

GC-14, Insurance, Article B. Applicable Terms and Conditions, (5) Submission of Acceptable Proof of Insurance and Notice of Cancellation is hereby amended to read as:

(5) Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements using either an Acora certificate of insurance or document along with any required scheduled endorsements, or using the LADWP's own endorsement form(s), or using other written evidence of insurance (i.e. self-insurance) acceptable to the Risk Manager. Any evidence of coverage provided must be in a form acceptable to the Risk Manager. The documents evidencing all specified coverage shall be filed with LADWP prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for LADWP, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal (other than for non-payment) except after written notice to the LADWP Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The cancellation notification shall be sent by electronic means or registered mail to: The Risk Management Section, Financial Service Organization, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

The proof of insurance shall be uploaded to LADWP's Insurance Compliance System, which can be accessed through the LADWP Risk Management website:

(<http://www.ladwp.com/riskmanagement>)

If assistance is required, please feel free to review the instructions on the risk management website or contact risk management at:

Email: Riskmanagement.Risky@ladwp.com

Except as amended herein, all terms and conditions of Agreement No. 47538 shall remain the same and are incorporated herein as if fully set forth.

This Amendment No. 1 is executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same. The parties further agree that signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 1 consists of five (5) pages.

[Signature Page follows.]

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement No. 47538 to be executed by their authorized representative on the date written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the signatories for the Department of Water and Power attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

Date: _____

ORACLE AMERICA, INC.

By: _____
LARRY HYMSON
Group Vice President

Date: _____

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By Bethany A. Burgess,
BETHANY A. BURGESS
Deputy City Attorney
Date: March 29, 2024

DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES
COMMISSION OFFICE

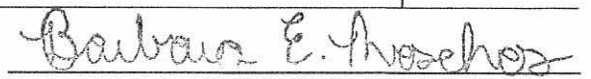
June 12, 2019
(Council Release date 6/11/19)

ANN SANTILLI
Chief Financial Officer
Room 456, JFB

Attached herewith is a DUPLICATE ORIGINAL TO BE FORWARDED TO CONTRACTOR

AND PLEASE MAKE A COPY FOR YOUR FILES.

FILE NO.	DATE	NAME	
47538	05-28-19	Approves Agreement No. 47538 for a Budget and Decision Support System and Integration Services with Oracle America, Inc., for a term of five years and an amount not to exceed \$7,500,000. Authorized by Resolution No. 019 212 adopted May 28, 2019.	


BARBARA E. MOSCHOS
Title Board Secretary



RESOLUTION NO. _____

BOARD LETTER APPROVAL

A handwritten signature in blue ink, appearing to read 'Ann M. Santilli', is written over a horizontal line.

ANN M. SANTILLI
Interim Chief Financial Officer

A handwritten signature in blue ink, appearing to read 'David H. Wright', is written over a horizontal line.

DAVID H. WRIGHT
General Manager

DATE: April 23, 2019

SUBJECT: Approval of Agreement No. 47538 for a Budget and Decision Support System and Integration Services with Oracle America, Inc., for a Term of Five Years and an Amount Not to Exceed \$7,500,000

SUMMARY

The proposed Agreement No. 47538 (Agreement) is to procure a Budget and Decision Support System and Integration Services, referred to as the Budget System Replacement (BSR) Project for a term of five years and for an amount not to exceed \$7,500,000 (budgeted). The Agreement is the result of a competitive bid process under Request for Proposal (RFP) No. 90466.

Currently, the Los Angeles Department of Water and Power (LADWP) uses a mainframe system and other legacy applications for the development of its annual budget. These systems and applications are outdated, fragmented, lack integration with the surrounding computing environment, and are difficult to use and adapt to changing business requirements. The current environment does not enable the use of best business practices and required budget analytics, reporting and publishing capabilities.

A new and integrated budget system will aid in the efficient planning and forecasting of LADWP's resources and allow more flexibility to budget while providing a streamlined and modern tool for approximately 800 budget users. This will enhance financial decision making and engagement for managers and executive staff. The implementation of a new budget system is a first step to seek systems integration while addressing the imminent risk of losing critical information technology (IT) support for the legacy mainframe systems due to personnel retirements.

City Council approval is not required.

RECOMMENDATION

It is recommended that the Board of Water and Power Commissioners (Board) adopt the attached Resolution authorizing execution of the Agreement with Oracle America, Inc. (Oracle).

ALTERNATIVES CONSIDERED

Alternatives considered included utilizing LADWP in-house staff for the implementation of a new budget system, or not replacing the existing budget system. However, these alternatives are not feasible or desirable.

LADWP staff does not have the experience or expertise required to provide an end-to-end implementation and integration of a budget and decision support system and related change management services.

By not replacing the existing budget system, LADWP risks not complying with Section 511(b) of the Los Angeles City Charter, which requires the Board to adopt an annual budget for both the Water and Power Revenue Funds. The existing budget system is based on old technology, fragmented legacy systems that are obsolete, not user friendly, do not integrate effectively, and are difficult and inefficient to administer. Furthermore, critical IT support personnel are eligible to retire, further increasing the risk of reduced or no support and maintenance of legacy systems.

FINANCIAL INFORMATION

The Agreement is for a term of five years for a total not-to-exceed amount of \$7,500,000 (budgeted), as follows:

Initial Purchases, Maintenance & Technical Support Renewals:	\$5,217,921
Optional Purchases, Maintenance & Technical Support:	\$ 697,385
Unanticipated costs:	<u>\$1,584,694</u>
Total Not-to-Exceed Amount:	\$7,500,000

The Initial Purchases include system implementation services, change management, knowledge sharing, training, programs, hardware (Cloud at Customer), and first year maintenance and support. Due to the nature and complexity of the BSR Project, in addition to the Initial and Optional Purchases, Maintenance & Technical Support Renewals, on a fixed price basis, the Financial Services Organization (FSO) is requesting an amount of \$1,584,694 to be used on a Task Order basis, using negotiated rates and pricing. These Task Orders are for unanticipated costs to cover services, programs, hardware, cyber security services, and tasks necessary for unforeseen integration, performance, and technology needs inherent to the

implementation and replacement of a budget system that is well over 20 years old. The current fragmentation and lack of integration with the outdated surrounding computing environment increases the possibility of encountering data and integration issues which cannot be determined at this time. Task Orders will also be used if additional data conversion, training, reports, and technology modernization are required, and/or for newly requested budget analytics, reporting and publishing capabilities beyond delivering a fully functional system.

BACKGROUND

The LADWP has a workforce of nearly 10,300 employees and an asset footprint that includes over 7,000 miles of distribution mains across the State of California, and 3,500 miles of overhead transmission circuits across five states. LADWP's ability to offer low rates to its customers while maintaining its financial stability despite the industry's financial, operation, and regulatory challenges requires having the appropriate budget, decision support, financial planning and accounting systems.

As part of a department-wide strategic plan that identified upgrading its outdated, aging, and fragmented financial systems, the purchase and implementation of a new integrated budget and decision support system, known as the BSR Project, will enable LADWP to move forward and achieve one objective of the strategic plan. This will enable FSO to begin an initial phase to achieve its goal for integrating the budget system and financial planning models established during the 2016 Rate Action and cited during the presentation of the 2015 Industrial, Economic, and Administrative Survey. Having integration between budget and financial planning will enable LADWP to more efficiently and effectively evaluate and communicate its implementation of the 2016 Rate Action to internal and external stakeholders, and establish the basis for the next rate action to ensure continued financial stability.

The BSR Project will provide systems and design architecture that can provide an interim solution to integrate budget and financial planning systems despite the limitations to capture transactions and perform analysis using the existing mainframe financial applications (COBOL/IMS/DB2 legacy applications developed in-house and customized for LADWP use).

LADWP has done business with Oracle in the past and their performance is satisfactory.

ENVIRONMENTAL DETERMINATION

Determined item is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(2). In accordance with this section, an activity is not subject to CEQA if it will not result in a direct or reasonably foreseeably indirect physical change in the environment. The award of contract for the Budget and Decision Support System and Integration Services will not result in any physical change in the environment; therefore, this activity is not subject to CEQA.

CITY ATTORNEY

The Office of the City Attorney reviewed and approved the Agreement and Resolution as to form and legality.

ATTACHMENTS

- Procurement Summary
- Resolution
- Agreement No. 47538

PROCUREMENT SUMMARY

1.	Recommended Vendor(s): Oracle America, Inc.
2.	Procurement Type: Request for Proposal
3.	Procurement Details: A. Contract Status: New B. Bid Advertisement Date: May 17, 2018 C. Pre-Bid Conference Date: May 24, 2018 D. Bid/Proposal Due Date: June 26, 2018 E. Number of Downloads of Solicitation: 62 (46 primes, 16 subcontractors)* F. Number of Bids/Proposals Received: 8 G. Protest Received: (Yes/No) Yes and protest status is moot.
4.	Buyer Assigned: Minh Trinh-Lee
5.	Contract Administrator: Ana Maria Mesa-Mahan
6.	LADWP System/Division: Joint/Financial Services Organization, Budget, Financial Planning, and Systems
7.	Contact Person for Item: Ben Truong

*Note: eRSP requires vendors to express interest either as a prime contractor or subcontractor only in order to download solicitation documents. Downloads do not necessarily accurately reflect unique vendor interests as multiple individuals in an organization can download solicitations.

A. Evaluation Rating Summary of Proposals

Evaluation Criteria	Weight	Oracle	AST	Tagetik
1. Pass/Fail Criteria				
A. Financial Resources and Responsibility	Pass/Fail	Pass	Pass	Pass
B. Compliance with Mandatory Requirements	Pass/Fail	Pass	Pass	Pass
2. Vol. 1: Management Proposal				
A. Proposer's Qualifications and Experience	5%	4.3	3.8	3.6
B. Proposer's Past Performance	2%	1.6	1.8	1.8
C. Project Organization and Project Management Plan	5%	4.3	3.8	3.8
D. Risk Assessment Plan	3%	2.6	2.5	2.7
E. Value Opportunity Assessment	3%	2.5	1.7	2.8
F. Security-Related Risk Program	4%	0.8	2.0	1.6
G. Qualifications of Experience of Key Personnel	10%	8.8	7.2	6.7
3. Vol. 2: Technical Proposal				
A. Technical Approach and Project Plan	20%	16.7	15.7	15.0
B. Software Funct. & Techn. Requrmts. Matrix	2%	2.0	2.0	2.0
C. System Architecture	10%	9.0	6.0	7.0
D. Proposer's Demonstration	10%	8.2	8.0	8.8
E. Client's Demonstration	6%	4.7	4.7	5.2
4. Vol 3: Business Proposal				
A. Fee Schedule	20%	16.8	18.8	16.8
SUBTOTAL	100%	82.3	78.0	77.7
Local Business Preference Program	Up to 8%	0	0	0
FINAL SCORE		82.3	78.0	77.7

Evaluation Criteria	Weight	CGI	Sherpa	CherryRoad
1. Pass/Fail Criteria				
A. Financial Resources and Responsibility	Pass/Fail	Pass	Fail	Pass
B. Compliance with Mandatory Requirements	Pass/Fail	Pass	Pass	Pass
2. Vol. 1: Management Proposal				
A. Proposer's Qualifications and Experience	5%	3.3	3.2	3.1
B. Proposer's Past Performance	2%	1.8	2.0	1.4
C. Project Organization and Project Management Plan	5%	3.1	3.4	3.3
D. Risk Assessment Plan	3%	2.2	2.5	2.4
E. Value Opportunity Assessment	3%	1.2	1.2	2.1
F. Security-Related Risk Program	4%	3.2	2.4	1.2
G. Qualifications of Experience of Key Personnel	10%	6.7	7.2	7.0
3. Vol. 2: Technical Proposal				
A. Technical Approach and Project Plan	20%	12.0	14.3	14.0
B. Software Funct.&Techn. Requrmts. Matrix	2%	2.0	1.4	2.0
C. System Architecture	10%	5.0	5.0	5.0
D. Proposer's Demonstration	10%	5.0	6.8	7.5
E. Client's Demonstration	6%	3.0	4.0	4.4
4. Vol 3: Business Proposal				
A. Fee Schedule	20%	17.1	20.0	16.1
SUBTOTAL	100%	65.4	73.3	69.5
Local Business Preference Program	Up to 8%	8	0	0
FINAL SCORE		73.4	73.3	69.5

Evaluation Criteria	Weight	Performa	Deloitte	
1. Pass/Fail Criteria				
A. Financial Resources and Responsibility	Pass/Fail	Pass	Pass	
B. Compliance with Mandatory Requirements	Pass/Fail	Pass	Pass	
2. Vol. 1: Management Proposal				
A. Proposer's Qualifications and Experience	5%	3.3	2.9	
B. Proposer's Past Performance	2%	1.6	1.9	
C. Project Organization and Project Management Plan	5%	2.8	2.9	
D. Risk Assessment Plan	3%	2.2	2.2	
E. Value Opportunity Assessment	3%	0	2.0	
F. Security-Related Risk Program	4%	2.8	3.6	
G. Qualifications of Experience of Key Personnel	10%	6.5	6.2	
3. Vol. 2: Technical Proposal				
A. Technical Approach and Project Plan	20%	12.3	11.3	
B. Software Funct. & Techn. Requrmts. Matrix	2%	2.0	2.0	
C. System Architecture	10%	7.0	6.0	
D. Proposer's Demonstration	10%	7.0	5.8	
E. Client's Demonstration	6%	4.0	3.6	
4. Vol 3: Business Proposal				
A. Fee Schedule	20%	16.0	16.0	
SUBTOTAL	100%	67.4	66.4	
Local Business Preference Program	Up to 8%	0	0	
FINAL SCORE		67.4	66.4	

B. Evaluation of Bid/Proposal/Cooperative Agreement

Eight proposals were received in response to RFP No. 90466. One firm, Sherpa, was determined non-responsive for failing the Financial Resources and Responsibility evaluation. Proposals were evaluated by a seven-member evaluation team, which consisted of representatives of the Water, Power, Joint Systems, Information Technology Services (ITS), and FSO.

The Security-Related Risk Program portion of each proposal was evaluated by the Cyber Risk Office, and Financial Resources and Responsibility was evaluated by FSO.

On July 5, 2018, Sherpa submitted a protest in response to the notice issued that their firm failed the Financial Resource and Responsibility review. However, LADWP agreed to further review the information provided in the protest while allowing Sherpa the opportunity to participate in the vendor and client demonstrations. After an extensive review and evaluation of all proposals, and shortlisting the top three ranked firms (competitive range), Sherpa was not within the competitive range. Therefore, Sherpa's protest was considered moot and their proposal was not considered further.

On August 7 and 8, 2018, the evaluation team interviewed the three highest-ranked proposers based on the initial evaluation of proposals: Oracle, AST, and Tagetik. After an extensive evaluation of the proposals, reference checks and consideration of the oral interviews, Oracle was determined to be the most qualified firm to perform the work and provide the software and hardware.

The recommended award has been determined to be the best value based upon the competitive RFP process, evaluation criteria, and technical knowledge and experience presented by Oracle. In addition, while two of the top three proposers offered an Oracle solution, Oracle's proposed implementation team demonstrated superior project management skills as well as technical expertise in the solution proposed.

C. Procurement History

LADWP has not purchased an integrated budget system previously. However, LADWP does have contracting experience with Oracle over the past 16 years as detailed below.

Vendor Experience – Number of Contracts Vendor had with LADWP During the Past 16 Years					
Contract/ PO No.	Contract Description	Term of Contract	Start Date	Ending Date	Contract Amount
1608-9	Oracle Hardware, Licensing and Related Applications	1 year with 2 one-year renewal options	11/7/2018	11/6/2021	\$ 13,500,000
49428-8	Assessment of DWP Readiness to Install Primavera P6	6 months	7/1/2017	12/31/2017	\$ 18,065
47372B-6	Customer Information System Support and Upgrade	3 years	1/20/2016	1/19/2019	\$ 44,000,000
0767-6	Oracle Software, Licensing, Maintenance and Technical Support	3 years and 6 months with 5 one-year renewal options	3/16/2016	7/27/2024	\$ 62,000,000

Contract/ PO No.	Contract Description	Term of Contract	Start Date	Ending Date	Contract Amount
47201-4	Advanced Customer Support Services	3 years	11/26/2013	11/25/2016	\$ 23,000,000
49196-4	Expert services to support CISCON go-live	1 year	8/29/2013	8/28/2014	\$ 150,000
49026-8	Implementation of Hyperion System 9 Planning	1 year	2/1/2008	1/31/2009	\$25,000
45062-8	Services, Maintenance, Software, Stellant	1 year	1/1/2008	12/31/2008	\$ 31,000
49031-7	Services of Technical Manager to mentor and train	1 year	11/27/2006	11/26/2007	\$99,000
47446-6	Software Licensing and Maintenance	9 years with 2 one-year renewal options	9/25/2005	9/24/2016	\$ 36,700,000
47210-3	Software Licensing and Maintenance	8 years	1/7/2003	1/6/2011	\$ 12,200,000

D. Local Business Preference Program (LBPP)

The LBPP was included in the RFP. However, it was not a determining factor in the evaluation and recommendation of award for this proposed contract.

E. Additional Outreach Efforts Taken

In addition to the original bid list, the following outreach efforts were taken:

- The RFP was posted on the LADWP website and the City of Los Angeles Business Assistance Virtual Network (LABAVN) website.
- The RFP was electronically advertised on the Electronic Request-Solicit-Procure System (eRSP) for direct download.
- A pre-proposal meeting was held on May 24, 2018. Representatives from 14 firms attended the meeting.

F. Small Business Enterprises (SBE)/Disabled Veterans Business Enterprises (DVBE)/Minority Business Enterprises (MBE)/Women Business Enterprises (WBE)/Other Business Enterprises (OBE) Subcontracting Participation

There were no subcontracting opportunities identified under this RFP; however, proposers were encouraged to utilize SBE, DVBE, MBE, WBE, and other firms where feasible.

WHEREAS, Los Angeles Department of Water and Power (LADWP) proposes to enter into Agreement No. 47538 with Oracle America, Inc. (Oracle) for a Budget and Decision Support System and Integration Services for a term of five years; and

WHEREAS, LADWP evaluated the written proposals, proposers and clients' system demonstrations, interviewed firms, contacted references and found Oracle as the most qualified to provide a Budget and Decision Support System and Integration Services; and

WHEREAS, Oracle has reviewed the services, hardware, and software to be provided and incorporated in this Agreement, and represents that it has the qualities, expertise, skills and abilities to perform such work.

NOW, THEREFORE, BE IT RESOLVED that LADWP proposes to enter into Agreement No. 47538 with Oracle in an amount not to exceed \$7,500,000 for a five-year term.

BE IT FURTHER RESOLVED that pursuant to City Charter Section 1022, the Board of Water and Power Commissioners (Board) finds that it is more feasible to have the work performed by an independent contractor.

BE IT FURTHER RESOLVED that Agreement No. 47538 approved as to form and legality by the City Attorney, and filed with the Secretary of the Board, is hereby approved.

BE IT FURTHER RESOLVED that the President or Vice President, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said Agreement for and on behalf of LADWP.

BE IT FURTHER RESOLVED that the Chief Accounting Employee of the LADWP, upon proper certification, is authorized and directed to draw demands on the Power Revenue Fund, in accordance with the terms of this agreement and this Resolution.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

MAY 28 2019

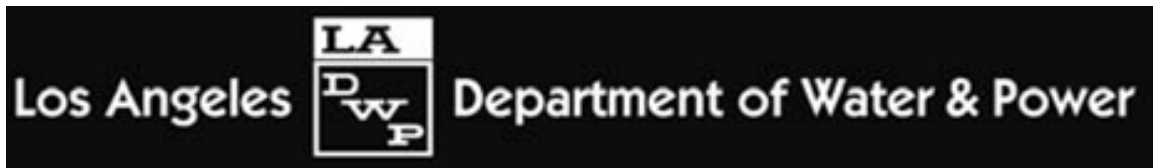
APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

APR 18 2019

BY

DIRK BROERSMA
DEPUTY CITY ATTORNEY

Barbara E. Prochaz
Secretary



AGREEMENT NO. 47538 (ORACLE AGREEMENT NO. US-GMA-1994392)

Company Name: ORACLE AMERICA, INC.

Subject: *Budget and Decision Support System and Integration Services*

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AGREEMENT NUMBER 47538

BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND ORACLE AMERICA, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter "LADWP") and Oracle America, Inc., a Delaware corporation (hereinafter the "Consultant" or "Contractor"). Individually, LADWP and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

LADWP is seeking to replace its existing budget and decision support software and related hardware infrastructure (the "Budgeting and Decision Support Project"); and

LADWP has selected Consultant and its products and services for the Budgeting and Decision Support Project.

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

Los Angeles Department of Water and Power
(LADWP) 111 North Hope Street
Los Angeles, California 90012

and

Oracle America, Inc.
500 Oracle Parkway
Redwood City, CA 94065

1.2 Service of Notices

Unless otherwise stated herein, all notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by email, personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the

date of mailing, whichever is applicable, or in the case of a facsimile or email, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices

shall be: Authorized representatives of LADWP:

Ben Truong
Project Manager
Financial Service Organization
John Ferraro Building (JFB)
111 North Hope Street, Room 404
Los Angeles, Ca 90012
Phone: 213-367-0527
Ben.truong@ladwp.com

and

Rita Khurana-Carwile
Assistant Director Information Systems
Information Technology Services
John Ferraro Building (JFB), Room 252
111 North Hope Street
Los Angeles, Ca 90012
Phone: 213-367-0645
Rita.khurana-carwile@ladwp.com

and

Ana Maria Mesa-Mahan
Contract Administrator
Financial Service Organization
John Ferraro Building (JFB), Room 404
111 North Hope Street
Los Angeles, Ca 90012
Phone: 213-367-3898
Ana.Mesa-Mahan@ladwp.com

Authorized representatives of the Consultant:

Jeff Kane
Vice President, Government Solutions
7460 Warren Parkway, Suite 300
Frisco, TX 75034
Phone: 972-652-8384
Jeff.kane@oracle.com

and

Robert Wheatley
Senior Deal Manager
North America Deal Management
6020 West Oaks Boulevard, Suite 200
Rocklin, CA 95765
Phone: 916-315-5009
Robert.wheatley@oracle.com

and

Samara Gomez
Contracts Manager, Public Sector Deal Management
1910 Oracle Way
Reston, VA 20190
Phone: 703-364-1055
Samara.gomez@oracle.com

1.3 Execution of Task Orders and Contract Administration

The LADWP authorized representatives identified in Article 1.2 above are authorized to execute Task Orders, and perform Contract duties such as issue Change Requests, formally approve Deliverables, review invoices submitted for payment, etc.

ARTICLE II: TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate five (5) years thereafter, subject to the termination provisions herein.

ARTICLE III: STATEMENT OF WORK AND TASK ORDERS; NOT-TO-EXCEED AMOUNT

3.1 Performance of Statement of Work

Los Angeles Department of Water and Power – Oracle America, Inc.
Agreement No. 47538
Budget and Decision Support System and Integration Services

- 3.1.1 Initial Services.** Consultant shall perform Services under this Agreement for the purpose of providing the deliverables referenced in Part A of the Statement of Work attached hereto as **Exhibit H** (the “Initial Services”) for the fees set forth with respect to such Initial Services in **Exhibit C - Fee Schedule**.
- 3.1.2 Initial Programs.** Consultant shall deliver to LADWP the Programs and Program-related Service Offerings identified in Part B of the Statement of Work (the “Initial Programs”) in the manner set forth in Part B of the Statement of Work, subject to the terms of this Agreement (including Schedule P hereto) for the fees set forth with respect to such Initial Programs in **Exhibit C - Fee Schedule**.
- 3.1.3 Initial Cloud Services.** Consultant shall provide the Cloud Services for Cloud at Customer Infrastructure and related Technical Services identified in Part C of the Statement of Work (the “Initial Cloud Services”) in the manner set forth in Part C of the Statement of Work, subject to the terms of this Agreement, for the fees set forth with respect to such Initial Cloud Services in **Exhibit C – Fee Schedule**.
- 3.2 Task Orders.** In addition to the Services and Programs described in Article 3.1 above, Task Orders may be issued for the following under this Agreement:
- 3.2.1** additional Services not included in the Statement of Work that are for use in connection with Programs, Hardware or Cloud Services purchased hereunder;
 - 3.2.2** additional Programs not included in the Statement of Work that (i) are listed in **Exhibit C – Fee Schedule**, together with a description of fees payable for such Programs or (ii) are otherwise for use in connection with Initial Programs or Initial Cloud Services, or any Hardware purchased hereunder;
 - 3.2.3** renewals of Cloud Services purchased hereunder or orders for any successor Cloud Service hosted in an LADWP data center;
 - 3.2.4** technical support related to Programs purchased pursuant to this Agreement; and
 - 3.2.5** Hardware for use in connection with the Programs or Cloud Services purchased pursuant to this Agreement.

Except in the case of Task Orders for Services, each Task Order shall be subject to the terms of the Schedule attached hereto applicable to the type of offering

covered by the Task Order (e.g., Schedule C for orders of Cloud Services, Schedule P for orders of Programs, and Schedule H for orders of Hardware). Except for amounts payable with respect to the Initial Services, the Initial Programs, and the Initial Cloud Services, LADWP shall not be liable for payment of monies unless there is a written Task Order approved by LADWP's authorized representative(s) identified in Article 1.2 of this Agreement and signed by both Parties.

3.3 Not-to-Exceed Amount. The total compensation payable to Consultant under this Agreement shall not exceed seven million five hundred thousand dollars (\$7,500,000.00).

ARTICLE IV: PAYMENT FOR SERVICES

4.1 Authorized Expenditures

LADWP shall pay the Consultant for the Initial Services as specified in Part A of **Exhibit H - Statement of Work**, and for all other Services as specified in individual Task Orders executed in accordance with Article VII, Task Order Development and Approval, and Article 4.2, Allowable Fees and Costs, of this Agreement.

4.2 Allowable Fees and Costs

LADWP shall pay for the Initial Services as set forth in Part A of the Statement of Work. LADWP shall pay for Services established in a Task Order for Services on a time and materials basis and executed in accordance with Article VII, Task Order Development and Approval, of this Agreement based upon the Consultant and Subconsultant labor rates established in **Exhibit C - Fee Schedule**, which is attached hereto and made a part hereof. LADWP shall pay for Services established in a Task Order on a fixed-price basis in accordance with the negotiated fees set forth in the Task Order. Such labor rates or fees, as applicable, are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, travel expenses, parking fees, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of Deliverables, and one electronic copy of Deliverables costs (with labor rates and fees inclusive of the foregoing items referred to herein as "Fully Burdened Rates and Fees").

4.2.1 Payment of Subconsultant Costs (For Time and Materials Task Orders Only)

LADWP shall pay Consultant for Services performed by Subconsultants at the actual amount to be paid by the Consultant

to the Subconsultant, consistent with the Subconsultant Fully Burdened Rates and Fees established in **Exhibit C - Fee Schedule**, or the Subconsultant rates established in an authorized Task Order for services provided in accordance with this Agreement. In the event of a conflict between the Subconsultant rates established in **Exhibit C - Fee Schedule**, and an authorized Task Order, Subconsultant costs shall be paid at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of Subconsultants, including the Consultant's reviewing and processing of Subconsultant invoices. No markup of any kind by the Consultant or Subconsultant for Subconsultant services of any tier shall be allowed.

4.2.2 Reserved

4.2.3 Taxes

The Parties acknowledge that temporary living reimbursements to Consultant provided resource(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location may exceed one year. Consultant will notify LADWP within a reasonable period prior to the one-year anniversary of the resource's assignment to a particular location and, where reasonably possible, Consultant will plan with LADWP to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then LADWP agrees to pay Consultant the amount of additional compensation provided to such resource to compensate for taxes imposed.

4.3 Method of Payment for Services

Payment for Consultant Services shall be made in accordance with Part A of **Exhibit H- Statement of Work** (with respect to Initial Services only) or authorized Task Orders. The Consultant shall submit invoices to LADWP in accordance with Part A of the Statement of Work or the applicable authorized Task Order, with the billings against each individual Task Order tracked separately.

Each invoice for Services shall be accompanied by a statement detailing the services performed, tasks completed, and the Deliverables provided

for which payment is requested, supporting documentation, and the LADWP Subcontractor Tracking Form, or its successor reporting format.

4.3.1 Required Invoice Information for Services Invoices

A hard copy of the invoice shall be submitted to Attn: Ana Maria Mesa-Mahan, Contract Administrator, Department of Water and Power, City of Los Angeles, PO Box 51111, Room 404, Los Angeles, CA 90051-5700. An electronic copy of the invoice must be concurrently submitted and emailed to Ana.Mesa-Mahan@ladwp.com, ben.truong@ladwp.com, and invoices shall be submitted to:

Ana Maria Mesa-Mahan
Contract Administrator
Department of Water and Power, City of Los Angeles
PO Box 51111, Room 404
Los Angeles, CA 90051-5700

The following information shall be included in each invoice for Services submitted by the Consultant to LADWP:

1. Consultant name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Date of invoice
4. Invoice number
5. Contract number
6. Payment summary for Part A of the **Exhibit H - Statement of Work** (with respect to the Initial Services) or for the individual Task Order, including amount of current invoice, total invoiced to date, total authorized amount for the Initial Services or the Task Order, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order
7. For Task Order, description of services and Deliverables provided related to each individual Task Order and associated costs
8. For Task Orders specifying a time and materials method of payment, supporting documentation for all costs and expenses, in a format acceptable to LADWP
9. Taxes, as applicable
10. Total amount of invoice

11. Approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Article 1.2, Service of Notices, of this Agreement
12. For Task Orders, an accompanying LADWP Subcontractor Utilization Form, or its successor reporting format, identifying the amounts paid to each authorized Subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated Subconsultant percentages identified in **Exhibit D, List of Subconsultants**, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in Subconsultant utilization.

By submittal of each invoice, the Consultant certifies that the services rendered and billings reflected in the invoice are true, accurate and in conformance with the applicable terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq. and that such invoices are subject to the California False Claims Act.

4.3.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice LADWP on a monthly basis for fees. The Consultant shall provide a summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within thirty (30) calendar days after the date of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1 of this Agreement and the authorized Task Order.

4.3.3 Fixed Price Invoices

For the Initial Services and for Task Orders specifying a fixed price method of payment, payment shall be made within thirty (30) calendar days after the date of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1.

4.3.4 Notice of Items Not Approved for Payment

LADWP's project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant in writing of any

missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any Deliverables or labor invoiced by the Consultant are not approved for payment, LADWP shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between LADWP and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article XII, Disputes, of this Agreement. LADWP shall pay undisputed invoice amounts.

4.3.5 Notification of Status of Task Order Expenditures

The Consultant shall notify LADWP in writing when costs under Task Orders specifying a time and materials method of payment reach 75 percent (75%) of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by LADWP. Failure of the Consultant to provide such written notification may result in late payment of invoices by LADWP.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Task Order Schedule. At the time of the Notice, the Consultant shall notify the Authorized Representative in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order, and when the funds will be required.

Notwithstanding the notification under this section, the Consultant's obligation to perform services will end when the applicable Task Order's funding is fully expended or the services under the Task Order have been completed, whichever occurs first.

4.3.6 Timely Invoicing

All charges related to the performance of the Consultant's Services for any Task Order, including Subconsultant charges, shall be invoiced by the Consultant to LADWP within three (3) months of the cost being incurred by the Consultant or Subconsultant or as soon thereafter as possible.

4.3.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that shall increase LADWP's total obligation above the maximum authorized amount set forth in Article 3.3 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. LADWP shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

4.4 Payment Retention

Ten percent (10%) of the payments for the Initial Services (other than the Retention Payment, as defined below) shall be held back by LADWP as retention. The Contract Administrator will provide a periodic accounting of the retention to the Consultant and verify progress of the work.

The ten percent (10%) retention amount shall be released and paid to the Consultant (the "Retention Payment") upon completion of the post-production support described in Part A of **Exhibit H – Statement of Work**, which will occur two months following the completion of Go-Live (as that term is defined in Part A of **Exhibit H – Statement of Work**), as described therein.

The Consultant shall provide a separate invoice to LADWP that provides a description and summary of the payments received.

4.5 Accelerated Release of Payment Retention Funds

At LADWP's sole discretion, LADWP may allow for the accelerated release of a portion of the Retention Payment.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, tasks, and Deliverables identified in Part A of the Statement of Work (**Exhibit H**) included herein, authorized by LADWP in this Agreement, and as otherwise set forth and agreed to by the Parties in individual Task Orders.

5.1.1 LADWP Approval of Work

Any specific acceptance requirements for fixed price Services will be detailed in Part A of the Statement of Work (for the Initial

Services) or in a Task Order for such Services. LADWP reserves the right to contract separately with other consultants to review the Consultant's Deliverables and other work products produced in accordance with the terms of this Agreement. If LADWP contracts separately with other consultants to assist LADWP in reviewing the Consultant's Deliverables and other work products, the Consultant agrees to cooperate in a commercially reasonable manner with such other consultants. LADWP agrees that it shall bind in writing such other consultants to confidentiality provisions at least equivalent to those set forth herein with respect to Consultant's confidential information. Additionally, LADWP shall compensate Consultant for all time spent with such consultants (excluding, for the avoidance of doubt, any passive observation by such consultants of meetings between LADWP and Consultant included in the scope of Part A of the Statement of Work or any Task Order).

5.1.2 Reserved

5.1.3 Delivery

Except as otherwise set forth in a Task Order, Contractor shall deliver all Deliverables to such address as specified in Article 1.1. Delivery of hardware, components, or any tangible items included in the Deliverables shall be FOB the City of Los Angeles Department of Water and Power. FOB destination shall be required on all deliveries of Deliverables and shall mean that title to materials/equipment passes at the point of delivery.

5.2 Consultant Personnel for Services

5.2.1 Consultant Staffing

- (i) For Part A of the Statement of Work and for fixed price-based Task Orders, Consultant shall ensure its staffing plan is reasonably adequate in number and quality to perform the work required.
- (ii) For time and materials based Task Orders, Consultant shall propose a staffing plan.

5.2.2 Key Consultant Personnel

For key resources selected to provide Services to LADWP under Part A of the Statement of Work or specific Task Orders, Consultant will make reasonable efforts to maintain the assignment of these resources to provide such services until the earlier of the completion, cessation or termination of the services. For purposes of clarity, the preceding sentence shall not apply to

limit Consultant's right to substitute or remove resources (1) whose employment with Consultant is terminated by Consultant, (2) who resign from the employment of Consultant, or (3) whose performance of services is suspended (x) due to circumstances outside of their, or Consultant's, control (e.g., bereavement, death or personal or medical leave) or (y) under the terms of this Agreement or the Task Order. Key resources for Services under Part A of the Statement of Work are identified on **Exhibit E – List of Key Consultant Personnel**.

LADWP will have the right to interview any replacement resources and may reject the assignment of any proposed replacement project resource on any reasonable basis.

5.2.3 Removal of Consultant Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services, if LADWP considers such removal necessary in the best interests of a project and requests such removal in writing. Such personnel shall be promptly removed from a project by the Consultant at no cost or expense to LADWP. Further, an employee who is removed from a project for any reason shall not be re-employed on a project.

LADWP acknowledges that such removal demands may impact Consultant's ability to perform the Services.

5.3 Consultant Use of Subconsultants

Subconsultants designated to perform work under this Agreement are identified in **Exhibit D, List of Subconsultants**.

Notwithstanding the fact that the Consultant is utilizing Subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

LADWP has no obligation to any Subconsultant and nothing herein is intended to create any privity between LADWP and the Consultant's Subconsultant.

5.3.1 LADWP Pre-Approval of Subconsultants

LADWP shall pre-approve, in writing, any addition or substitution to the Subconsultants listed in **Exhibit D, List of Subconsultants**.

5.3.2 Subconsultant Subcontracting

Consultant shall not permit Subconsultants to subcontract or delegate assigned work unless Consultant obtains LADWP's prior written consent.

5.3.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Articles 5.3.2 the provisions of Article VIII, Ownership, and Article IX, Confidentiality and Restrictions on Disclosure, of this Agreement.

The Consultant is solely responsible for ensuring that all of its contracts with Subconsultants comply with the provisions and terms of this Agreement expressly applicable to subcontracts.

5.3.4 Subconsultant Fees

LADWP will reimburse reasonable and necessary subconsultant costs based on the actual amounts paid by the Consultant to the Subconsultant, in accordance with **Exhibit C - Fee Schedule**. No mark-up for Subconsultant services will be paid by LADWP.

5.4 LADWP OBLIGATIONS

LADWP will provide Consultant all reasonably necessary support in connection with services performed under this Agreement. Specifically, LADWP shall provide representatives with authority to act on the LADWP's behalf with respect to approvals, requests, and meeting scheduling, as may be necessary for Consultant's performance of the work under Part A of the Statement of Work or a Task Order.

ARTICLE VI: INVOICING AND PAYMENTS FOR HARDWARE, PROGRAMS, AND CLOUD SERVICES

Except as otherwise set forth in the Agreement with respect to Services, all fees payable to Consultant are due within 30 days from the invoice date. Consultant may submit multiple invoices for Task Orders placed hereunder.

A hard copy of the invoice shall be submitted to the address specified in the applicable Part of the Statement of Work or Task Order. An electronic copy of the invoice must be concurrently submitted and emailed to the email address specified therein.

The following information shall be included in each invoice for Hardware, Programs and Cloud Services submitted by the Consultant to LADWP:

1. Consultant name and address
2. Date of invoice
3. Invoice number
4. Contract number
5. Taxes, as applicable
6. Description of Products or Cloud Services ordered and associated costs
7. Total amount of invoice

Invoicing and payment for Hardware, Programs and Cloud Services shall be as provided in the section of the applicable Schedule entitled "Pricing, Invoicing and Payment Options". Except as otherwise provided in this Agreement, invoices will be submitted in accordance with Consultant's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

ARTICLE VII: TASK ORDER DEVELOPMENT AND APPROVAL

7.1 Task Order Approval and Authorization

If the Parties desire to enter into a Task Order and reach agreement on the form thereof, the Consultant shall transmit the form of the Task Order, signed by the Consultant's Authorized Representative, to LADWP, and LADWP's Authorized Representative(s) as identified in Article 1.2 of this Agreement, or their designee established in writing, shall sign the Task Order to indicate its authorization to the Consultant to provide the Products or services or commence the work described in the Task Order. LADWP shall not be liable for payment for Consultant services, work, task, Deliverables, or costs that are performed outside the Statement of Work or an authorized Task Order that is signed by both parties.

7.2 Statement of Work and Task Order Modifications

LADWP or Consultant may seek modifications to the Statement of Work or an authorized Task Order to address needed hardware, licenses, services, work, tasks, subtasks, Deliverables, schedules, or costs associated with the authorized Task Order or to address changed conditions. Upon authorized signature by both Parties of a written modification to the Statement of Work or Task Order (a "Change Order"), the Change Order shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Statement of Work or Task Order.

ARTICLE VIII: OWNERSHIP

8.1 Ownership and Rights Granted

A. Ownership

Consultant or its licensors retain all ownership and all intellectual property rights to the Programs, Operating System and Integrated Software, and to anything developed or delivered by Consultant under this Agreement or any Task Order.

B. Rights Granted for Services

Upon payment of undisputed fees due under Part A of the Statement of Work or under a Task Order for Services, LADWP has the non-exclusive, non-assignable, royalty-free, perpetual (except as otherwise provided in the applicable Task Order), limited right to use for its internal business operations, anything developed by Consultant and delivered to LADWP under Part A of the Statement of Work or such Task Order. LADWP may allow its agents and contractors (including, without limitation, outsourcers) to use the Deliverables for this purpose and it is responsible for their compliance with this Agreement and the Task Order document in such use. For anything developed or delivered under such Task Order that is specifically designed to allow LADWP customers and suppliers to interact with LADWP in the furtherance of LADWP internal business operations, such use is allowed under this agreement.

LADWP shall retain its intellectual property rights in any pre-existing materials (which may include data or information) that LADWP provides to Consultant in connection with Consultant's performance of services under this Agreement. Additionally, Consultant shall not acquire any ownership or proprietary rights to any of LADWP's software, data or other property that are proprietary to LADWP or to a third-party licensor of LADWP and developed by LADWP or on its behalf independently of any Consultant technology, tools, programs, products, software, services or deliverables (collectively, "Consultant Property"), and provided or otherwise disclosed by LADWP to Consultant ("LADWP Proprietary Materials"). All modifications to LADWP Proprietary Materials that are developed by LADWP or on its behalf independently of any Consultant Property shall be owned by LADWP or its third-party licensors (as applicable).

8.2 Reserved

8.3 Survival of Provisions

The provisions of this Article VIII, Ownership, shall survive termination and expiration of this Agreement.

ARTICLE IX: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

9.1 Confidentiality

All documents, records, and information provided by LADWP to the Consultant, or provided by the Consultant to LADWP during performance of this Agreement, are deemed confidential and shall be marked as confidential by the disclosing party at the time of disclosure. Each Party agrees to disclose only information that is required for the performance of obligations under the Agreement. The receiving party agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The receiving party agrees that all documents, records, or other information used or reviewed in connection with this Agreement shall be used only for the purpose of carrying out the performance and purpose of this Agreement and cannot be used for any other purpose. The receiving party shall be responsible for protecting the confidentiality and maintaining the security of the confidential documents, records, and information in its possession.

Confidential information includes personally identifiable data residing on LADWP's computer systems that is data of, about or from LADWP's employees or customers, which is not within the public domain, and for which Consultant requires access in order to perform the relevant services. Such personally identifiable data shall be deemed confidential even if not marked "confidential."

9.1.1 Document Access/Control

- A. The receiving party shall make the confidential information provided by the disclosing party during performance of this Agreement, available to its employees, agents and /or Subcontractors, only on a need-to-know basis. Further, the receiving party shall provide written instructions to all of its employees, agents and contractors with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The receiving party shall not remove the other party's confidential information from LADWP facilities without prior approval from of the disclosing party. The receiving party shall not use, other than in direct performance of work required

pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by disclosing party that are reviewed during work on this Agreement.

- C. With prior written approval from the disclosing party, the receiving party may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- D. The receiving party shall document and report to the disclosing party any unauthorized use or disclosure of confidential information as defined in Article 9.1.
- E. The Consultant shall require that all its Subconsultants who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article IX, Confidentiality and Restrictions on Disclosure, prior to performing work under this Agreement.
- F. Confidential Information shall not include information which (i) is disclosed with the prior written consent of the disclosing party, (ii) at the time of disclosure is within the public domain through no breach of this Agreement by either party, (iii) was independently developed by the receiving party prior to disclosure hereunder, (iv) was or is acquired from a third party who did not to the receiving party's knowledge breach an obligation of confidentiality by disclosing it to either party.
- G. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement or orders submitted under the Agreement in any legal proceeding arising from or in connection with the Agreement or disclosing the confidential information to a governmental entity as required by law, order, regulation or ruling or other legal requirement.
- H. In the event LADWP receives a valid request for the Consultant's confidential information pursuant to applicable law, including the California Public Records Act and the Ralph M. Brown Act, LADWP will provide Consultant with reasonable notice of such request and give Consultant an opportunity to object to or limit any such disclosure.

- I. Notwithstanding the foregoing, either party may freely use the Residuals resulting from access to or work with any of the confidential information. The term “Residuals” means information in non-tangible form (not in written or other documentary form, including tape or disk) which may be retained in the unaided memories of persons who has access to the confidential information including ideas, concepts, know-how or techniques contained in such confidential information. A person’s memory is unaided if the person has not intentionally memorized the confidential information for the purpose of retaining and subsequently using or disclosing it.

The provisions of this Article 9.1, Confidentiality, shall survive termination and expiration of this Agreement for a period of five years, after which the receiving party will return or destroy the disclosing party’s confidential information. To the extent that a Party is not able to return or destroy the other Party’s confidential information, the receiving party agrees to continue to maintain the confidentiality of that information for so long as the receiving party has that information in its possession.

Notwithstanding anything to the contrary in this Article 9.1, the Consultant may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Consultant does not disclose any non-public information. The Consultant may not release any written information regarding this Agreement or its performance hereunder to the media without prior written approval from LADWP.

9.2 Reference Background Checks

9.2.1 Statement

Consultant, or its agent, has performed a background check on Consultant employees hired on or after January 1, 2003, in the United States. As of the effective date of Agreement, the background check is used to attempt to: (i) ascertain an employee’s previous employment with up to three (3) employers within the five (5) years preceding the date of the check; (ii) ascertain an employee’s highest degree earned; (iii) assess any public criminal records uncovered for an employee within the seven (7) years preceding the date of the check; and (iv) check for matches on the Office of Foreign Asset Control’s Specially Designated Nationals and Foreign Sanctions Evaders Lists. The background check is adjudicated by Consultant. While all criminal records are individually assessed in accordance with applicable laws and

agency guidance, generally, significant crimes involving violence, dishonesty, and certain drug-related offenses are considered disqualifiers, except where a diversion program was successfully completed and/or the case was discharged or judicially dismissed. In general, international transfers and individuals with valid United States government issued security clearance are not subject to a background check. Processing and procedural variances may apply to students / interns, university recruiting hires, and to employees of companies acquired by Consultant.

9.2.2 Background Check

LADWP represents that LADWP requires all individuals working on LADWP's site to submit to background checks to satisfy LADWP's written security requirements. LADWP may, at LADWP's sole expense, conduct a background check of a United States based Consultant employee who is proposed for assignment to perform Services under this Agreement at LADWP's site(s) in the United States, provided that (i) the background check complies with all applicable local, state and federal laws, including the Federal Fair Credit Reporting Act and any applicable state and local fair credit reporting laws; (ii) the background check is completed before the employee commences performing Services for LADWP; and (iii) LADWP obtains written consent from the Consultant employee prior to conducting the background check.

LADWP will notify Consultant whether the Consultant employee has or has not passed, or has declined to participate in, such background check. No other information, including any detail about the checks performed or results obtained, will be provided by LADWP to Consultant. If LADWP notifies Consultant that a Consultant employee has not passed, or has declined to participate in, such background check, Consultant will not assign that Consultant employee to perform Services for LADWP under this Agreement.

LADWP acknowledges and agrees that any information requested from, provided by, and/or obtained about ("background check information"), a Consultant employee: (1) is and shall be limited only to information that is required for the background check and relevant to the Services provided by the Consultant employee; (2) is Consultant confidential information; and (3) shall not be disclosed to Consultant, any third party, or employee or other individuals or entities who do not need to know the results for the purpose of determining whether, according to LADWP's written security requirements, the Consultant employee will be permitted to perform Services for LADWP under this Agreement. Such recipients must

be bound by terms consistent with this section. LADWP further acknowledges and agrees that background check information LADWP obtains about a Consultant employee shall be collected, handled and maintained by LADWP in a secure manner consistent with its sensitivity and applicable data privacy and security laws. This shall include implementing reasonable security measures designed to prevent unauthorized access to the background check information, such as:

- A. Notifying Consultant promptly if there is any unauthorized access to or loss of background check information that compromises or could compromise its security or confidentiality;
- B. Using industry standard encryption for transmission of the data across public networks and when storing it on any laptop, removable media or other portable device.
- C. Deleting background check information when the Services are completed in a manner that prevents it from being reconstructed or read. However, LADWP may keep a single copy if and for so long as required by law.

ARTICLE X: TERMINATION AND SUSPENSION

10.1 Termination for Convenience

10.1.1 Notice of Termination

LADWP may terminate this Agreement, or any Task Order, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.

10.1.2 Receipt of Notice of Termination

After receipt of a notice of termination and except as otherwise directed by LADWP, the Consultant shall:

- A. Stop work under the Agreement or Task Order on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders with Subconsultants for any work except as may be necessary for completion of such portions of the services or work expressly excluded from the Notice of Termination.
- C. Communicate any Notice of Termination to the affected

Subconsultants at any tier.

- D. Terminate all orders and contracts with Subconsultants that relate to the performance of the services or work.
- E. Settle outstanding liabilities and claims arising out of such termination of orders and contracts with Subconsultants, with the acceptance of LADWP if required (which acceptance will be for the final purposes of this Article).
- F. Deliver to LADWP, within ten (10) calendar days after termination, any and all data, reports, other documents, and Deliverables, or portions thereof, if any, prepared pursuant to this Agreement and required to be delivered under the Statement of Work or a Task Order, but not already delivered.
- G. Work with LADWP, as may be specified in the Notice of Termination, to the extent required by the Agreement or a Task Order.

10.1.3 Amount Due

The amount due the Consultant by reason of termination for LADWP's convenience shall be determined as follows:

- A. The Consultant shall be compensated by LADWP for completed and accepted Deliverables under Part A of the Statement of Work and any fixed price Task Order for Services as stated in this Agreement and in the Statement of Work or applicable Task Order.
- B. The Consultant shall be paid on the basis of work completed for time and materials work, as set forth in this Agreement and authorized Task Orders
- C. The Consultant shall also be compensated by LADWP for incomplete Deliverables, which shall be invoiced on a time and materials basis, at Consultant's standard time and materials rates expressed in the applicable Task Order or **Exhibit C - Fee Schedule** when such services are performed, as applicable, but may not exceed the fees stated in the applicable Task Order for the applicable Deliverable.
- D. LADWP shall pay within 30 days all amounts which have

accrued prior to Termination under Task Orders other than for Services, as well as all amounts remaining unpaid for Products ordered.

- E. LADWP and Consultant each will use reasonable efforts to mitigate fees, expenses and costs in the event of such termination.

10.2 Termination for Cause

Either Party may terminate this Agreement upon notice, in whole or in part, for any material breach of this Agreement by the other Party which has remained uncured for a period of thirty (30) calendar days from the date of written notice thereof to the breaching party. Without limiting the generality of the foregoing: (i) late payment of Fees by LADWP shall not, in and of itself, be deemed a material breach of this Agreement; and (ii) failure of Consultant to perform Services or deliver other Deliverables according to the Statement of Work or applicable Task Order may be a basis for LADWP to declare material breach hereof. In the case of such late performance or delivery by Consultant, LADWP may, in addition to any rights and remedies LADWP may also have, require Consultant, at Consultant's expense, to ship any Deliverables via air freight or by other expedited routing means (at no cost to LADWP) to avoid or minimize actual or potential delay. Also, in the event the Agreement is terminated in accordance with this section, LADWP may take possession of the completed Deliverables and incomplete Deliverables upon payment therefore, subject to Article VIII. The fees for completed Deliverables shall be as stated in the Statement of Work or applicable Task Order. The fees for incomplete Deliverables shall be invoiced on a time and materials basis, at Consultant's standard time and materials rates expressed in the **Exhibit C - Fee Schedule** when such Services are performed, as applicable, but may not exceed the fee stated in the applicable Task Order for the applicable Deliverable. LADWP and Consultant each will use reasonable efforts to mitigate fees, expenses and costs in the event of such termination. LADWP shall pay within 30 days all amounts which have accrued prior to Termination under Task Orders other than for Services, as well as all amounts remaining unpaid for Products ordered.

10.3 Suspension of Services

Upon written notice, LADWP may direct the Consultant to suspend, and to subsequently resume performance of all or any Services under this Agreement. In the event that LADWP suspends Services, the schedule and budget for Part A of the Statement of Work (if performance of the Initial Services is suspended) or the Task Order applicable to the suspended Services shall be adjusted as appropriate in accordance with the provisions of Article 7.2 – Statement of Work and Task Order

Modifications of this Agreement. LADWP acknowledges that any suspension of Services may impact the Consultant's ability to provide designated key personnel when such Services resume.

10.4 Termination Transition

When a replacement consultant has been identified, the Consultant shall provide reasonable cooperation in the transition of its responsibilities to the replacement consultant selected by LADWP to perform the tasks described in the scope of work and formerly performed by the Consultant for this Agreement during the fifteen (15) calendar day period prior to termination of the Agreement.

LADWP shall issue no additional tasks with respect to the scope of work after the effective date of the termination. LADWP shall pay Consultant for all transition services performed at Consultant's applicable time and materials hourly rates set forth in **Exhibit C - Fee Schedule**.

ARTICLE XI: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

11.1 Amendments

11.1.1 Request for Amendment

During the term of this Agreement, LADWP may request an Amendment to change the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Article 3.3 of this Agreement. LADWP shall make a formal written request with respect to the Amendment. A Change Order that does not increase the total compensation payable to the Consultant above the amount stated in Section 3.3 shall not be considered an Amendment.

11.1.2 Development of Amendments

Within twenty (20) calendar days following the Consultant's receipt of LADWP's written request for an Amendment or as mutually agreed by the Parties, the Consultant, at its own expense, shall prepare and deliver to LADWP a detailed written statement regarding the implementation and impact of the Amendment. The Consultant may also suggest Amendments to this Agreement. All such suggested Amendments shall be made in accordance with this Article.

Upon LADWP's review of the Consultant's written response to the

request for an Amendment or its review of the Consultant's suggested Amendment, LADWP and Consultant shall cooperatively work to develop an Amendment to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

11.1.3 Approval and Authorization of Amendments

Once both Parties agree to the language of the Amendment, the Amendment shall be signed on behalf of each Party by the person(s) authorized to bind such Party. LADWP shall deliver a copy of the fully executed Amendment to the Consultant. After complete and authorized signatures by both Parties, the Amendment shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

Amendments that result in an Agreement term of greater than five (5) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

11.2 Administrative Changes

11.2.1 Request for Administrative Changes

During the term of this Agreement, LADWP or the Consultant may request changes to the work within the Agreement that are administrative in nature, including but not limited to changes to the authorized representatives, key Consultant or Subconsultant personnel, reporting documentation, and/or the implementation of pre-approved cost of living adjustments in fee schedules (each, an "Administrative Change"). LADWP or the Consultant shall make a formal written request with respect to each Administrative Change it desires to make.

11.2.2 Development of Administrative Changes

When a change is requested by either Party, the receiving Party will review the implementation and impact of the Administrative Change. Within ten (10) calendar days following the receipt of the written administrative change request, LADWP or the Consultant, at its own expense, shall prepare and deliver to the originating Party a detailed written statement, if necessary, regarding the implementation and impact of the administrative change.

Upon review of the written response to the administrative change request, LADWP and Consultant shall cooperatively work to

develop an Administrative Change to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

11.2.3 Approval and Authorization of Administrative Changes

Once both Parties agree to the language of the Administrative Change, LADWP's authorized representatives as identified in Article 1.2 of this Agreement, or their designee established in writing, shall deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter "Notice of Administrative Change") for execution, consistent with Article 1.3 of this Agreement. After complete and authorized signature by both Parties, the Administrative Change shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

11.3 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit or schedule, the terms of the exhibit or schedule shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- Latest Amendment or Administrative Change
- Applicable Schedule (Schedule C, Schedule P, or Schedule H, as applicable)
- Exhibits to the Agreement
- Articles I through XIII of this Agreement
- Task Order

Except as otherwise specified, in the event of any conflict between the Special Provisions and the General Conditions contained herein, the Special Provisions will control. A Change Order shall take precedence over the Part of the Statement of Work or the Task Order which it modifies.

The Schedules set forth the terms and conditions that apply only to certain types of Oracle offerings. Specifically, the terms of Schedule P apply to orders of Programs and Program-related Technical Support; the terms of Schedule H apply to Hardware, Operating Systems, Integrated Software, and Hardware equipment; and the terms of Schedule C apply to Cloud Services. For purposes of clarification, with respect to the Statement of Work, Schedule P applies to Part B of the Statement of Work, and Schedule C applies to Part C of the Statement of Work.

ARTICLE XII: DISPUTES

12.1 Disputes

12.1.1 Dispute Resolution

The Parties shall attempt to resolve disputes under this Agreement informally. If a resolution cannot be reached informally, or in the event of default that could result in termination of this Agreement, LADWP and the Consultant shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either Party, or as otherwise mutually agreed to by the Parties. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

12.1.2 Continued Work

To the extent possible, the Consultant and LADWP shall continue to perform work under the Agreement during any dispute.

12.1.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et. seq.*

ARTICLE XIII: ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement together with the schedules and exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except as provided by Article XI, *Amendments and Administrative Changes to the Agreement*, signed on behalf of LADWP and Consultant and by their duly authorized

representatives. Any purported oral amendment to this Agreement shall have no effect.

13.2 Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-nine (29) pages and eight (8) exhibits, and three (3) schedules, which constitute the complete understanding among the Parties.

13.3 Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER
COMMISSIONERS

ORACLE AMERICA, INC.

By: 
DAVID H. WRIGHT
General Manager

By: 
Douglas Doran
Senior Director North America Deal
Management

Date: May 28, 2019

Date: 4/24/2019

And: 
BARBARA E. MOSCHOS
Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

MAY 23 2019

BY 
DIRK BROERSMA
DEPUTY CITY ATTORNEY

AUTHORIZED BY RES. 019 212
MAY 28 2019

Vendor Code: 068901003

City Business Tax Registration Certificate Number: 0000543503-0001-8

EXHIBIT A

General Conditions

EXHIBIT A

General Conditions

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General Conditions**GC-1 Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against LADWP or the Consultant. The word "Consultant" herein and in any amendment hereto means the Party identified in this Agreement wherein this Exhibit A is incorporated by reference; use of feminine, masculine, or neutral gender shall be deemed to include the genders not used.

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees.

To the extent LADWP may provide Consultant access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, LADWP and Consultant agree to specify such security obligations in the Statement of Work or the applicable Task Order for Services.

LADWP's data may be accessed by Consultant's global personnel as required to perform services under this Agreement. LADWP remains responsible for providing any notices and obtaining any consents necessary for Consultant to access and process LADWP data as specified in the Statement of Work or the applicable Task Order for services.

The provisions of this article shall survive the expiration or termination of this Agreement.

GC-3 Time of Effectiveness

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- a. This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.
- b. This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- c. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.

General Conditions

- d. This Agreement has been signed on behalf of LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

GC-4 Reserved

GC-5 Force Majeure

If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of such Party ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such Party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either Party's obligation to pay for Products or services provided.

GC-6 Waiver

A waiver of a default of any part, term, or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

GC-7 Independent Consultant

The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's Subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LADWP for any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Reserved

GC-9 Reserved.

GC-10 Non Discrimination/Equal Employment Practices/Affirmative Action

A. Non Discrimination and Equal Employment Practices

The Agreement shall comply with the provisions of Los Angeles Administrative Code Section 10.8.2, Non-Discrimination Clause and Section 10.8.3, Equal Employment Practices. By affixing its signatures

General Conditions

on the Agreement that is subject to the Equal Employment Practices Provisions, the Consultant shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

B. Affirmative Action Program

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, the Consultant shall agree to adhere to the provisions in the Affirmative Action Program for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with the Department and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to the Department upon request.

GC-11 Reserved**GC-12 Los Angeles City Business Tax Registration Certificate Required**

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

GC-13 General Indemnification

Contractor shall indemnify and defend LADWP from and against claims for bodily injury and/or tangible personal and real property damage resulting from the negligent or intentionally wrongful acts, errors, or omissions of Contractor's employees or subcontractors of any tier while performing services under this Agreement on LADWP's premises to the extent such injuries or damages were not caused by LADWP or any third party. As used above, the term "tangible personal property" shall not include software, documentation, data or data files. Contractor's liability shall not apply to damages incurred from use of any software or hardware. This section states the parties' entire liability and exclusive remedy for bodily injury and property damage.

General Conditions**GC-14 Insurance****A. General Statement**

Acceptable evidence of required insurance, from insurers acceptable to LADWP, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions**(1) Additional Insured Status Required**

Consultant shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page (**Exhibit F**). The specified insurance shall by use of City's own endorsement form or by other endorsement(s) attached to such policies, include the City of Los Angeles, LADWP, the Board, and all of their respective officers, employees and agents, their successors and assigns, as additional insureds against the area of risk described herein as respects Consultant's acts, errors, or omissions in its performance of this Agreement, hereunder or other related functions as agreed upon by the parties and performed by or on behalf of Consultant. Such insurance shall not limit, qualify or extend the liabilities and obligations of the Consultant assumed under this Agreement.

(2) Severability of Interests and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Severability of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement.

(3) Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of, or results from, the acts, errors, or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

General Conditions

(4) Proof of Insurance for Renewal or Extension Required

Within ten (10) days after the expiration date of any of the policies required on the attached Contract Requirement page, Consultant shall provide documentation showing that the insurance coverage has been renewed or extended to LADWP.

(5) Submission of Acceptable Proof of Insurance and Notice of Cancellation

Consultant shall provide proof to the Risk Manager of all specified insurance and related requirements either by use of LADWP's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverage shall be filed with LADWP prior to Consultant beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for LADWP, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by electronic means or registered mail to: The Risk Management Section, Financial Service Organization, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

(6) Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Consultant shall, at the policy inception date following each renewal year, provide evidence that the "Claims Made" policy has been renewed with a retro-active or extended discovery period at a minimum to the policy in place as of the effective date of this agreement with the same limits, terms and conditions of the expiring policy.

(7) Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend this Agreement.

General Conditions

(8) Specific Insurance Requirements

See **Exhibit F, Contract Insurance Requirements-LADWP.**

GC-15 Child Support Policy

The Consultant and any Subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any Subconsultant(s)' employees. The Consultant and any Subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any Subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any Subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any Subconsultant(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any Subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by LADWP shall subject this Agreement to termination.

The Consultant will contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section.

GC-16 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions thereof, this contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall include the foregoing provision and shall designate the City of Los Angeles as an intended third-party beneficiary of such provision.

Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Consultant has violated provisions of the LWO and the SCWRO or both.

GC-17 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act

General Conditions

42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GC-18 Retention of Records, Audits, and Reports

Consultant shall maintain, and shall cause Consultant's Subconsultants to maintain records pertaining to the invoicing and payment for the performance of services under this Agreement, sufficient to properly reflect all fees claimed to have been incurred and services performed pursuant to this Agreement ("financial records").

All financial records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than nine (9) years from the effective date of this Agreement.

Upon thirty days' written notice to Consultant, LADWP shall have the right to audit the financial records of Consultant and its Subconsultants, upon reasonable written notice to Consultant, no more than one time per year, at LADWP's cost. The Authorized Auditors shall make good faith efforts not to unreasonably interfere with Consultant's normal business operations. LADWP shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Consultant's standard nondisclosure terms and to utilize standard audit software and methodologies. Any information provided by Consultant and its Subconsultants on machine readable media shall be provided in Access, Excel or ACL. Consultant and its Subconsultants shall not, however, be required to furnish the Authorized Auditors with software.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the Consultant will be provided thirty (30) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization. During the 30-day review period, Consultant may seek a court order to prevent publication of any "proprietary" or "trade secret" information contained in an audit, as those terms are defined under California law.

If the Authorized Auditor's examination or audit indicates an error in billing resulting in either an underpayment or overpayment under a previous payment application, the identified discrepancy shall be reviewed. The Parties will discuss the best manner in which to correct the error within fifteen (15) calendar days of Authorized Auditor's notice to the

General Conditions

Parties of the billing error. The Party in error will pay the other Party the amount of the discrepancy within fifteen (15) calendar days thereafter.

The Consultant shall contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision GC-18 in each Subconsultant contract and by contractually requiring each Subconsultant to insert this provision GC-18 in any of its Subconsultant contracts related to services under this Agreement. In addition, Consultant and Subconsultants shall also include the following language in each Subconsultant contract:

“LADWP is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, Subconsultant or any other person/entity

If an examination or audit undertaken pursuant to the Retention of Records, Audits, and Reports provision of the General Conditions GC-18 for LADWP Professional Service Contracts reveals that LADWP overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to LADWP within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

The provisions of this section shall survive expiration or termination of this Agreement.

GC-19 LADWP's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

GC-20 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

GC-21 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted, to create any rights in any nonsignatory to this Agreement.

GC-22 Consultant's Successors and Assigns

General Conditions

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-23 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-24 Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO.
- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Program, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract.

General Conditions

Violations of the Contractor Responsibility Program ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available

The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Consultant shall comply with the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Consultants shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and

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requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org .

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at http://ethics.lacity.org/PDF/laws/law_mlo.pdf . Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org .

GC-28 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

GC-29 Contractor Performance Evaluation

Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. Consultant acknowledges receipt of the LADWP Contractor Performance Program Document, https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-cpp?_afrcState=hkfbzv0bs_4&_afrcLoop=246939126727452 .

GC-30 Non-Interference

The Consultant shall use reasonable efforts to prevent the Consultant's performance of work on-site at LADWP facilities under this Agreement from causing any material unnecessary interference with the operation of LADWP or any other City department. For purposes of the foregoing sentence, any operational interference contemplated or required by any portion of the Statement of Work or any Task Order is deemed necessary.

END OF GENERAL CONDITIONS

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SP-1 Acronyms and Definitions

Authorized subcontractor: A subcontractor or service provider of Contractor who has been approved by the LADWP beforehand and in writing to carry out any part of Contractor's obligations under this agreement.

Board: The Los Angeles Department of Water and Power Board of Commissioners.

Cloud Services: Has the meaning set forth in Schedule C, Cloud Services.

Contractor: Synonymous with Consultant.

Deliverables: With respect to Part A of the Statement of Work or any Task Order for Services, the deliverables identified therein.

FOB: Freight On Board or Free On Board is an international commercial law term published by the International Chamber of Commerce (ICC). It indicates the point at which the costs and risks of shipped goods shift from the seller to the buyer.

Hardware: Refers to the computer equipment, including components, options and spare parts.

Integrated Software: Any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to LADWP by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with LADWP Hardware. Integrated Software does not include and LADWP does not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle.

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For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

JFB:	John Ferraro Building. Los Angeles Department of Water and Power. Also referred to as the "Department."
Oracle:	Synonymous with Consultant.
Products:	Refers to Programs, Hardware, Integrated Software, and Operating Systems.
Program Documentation:	Program user manual and Program installation manuals, which may be delivered with the Programs.
Programs:	a) the software owned or distributed by Consultant that LADWP has ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).
Services:	The consulting and other professional services ordered by LADWP under this Agreement, excluding for the avoidance of doubt, Cloud Services and technical support for Programs.
Service Offerings:	Refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services ordered by LADWP.
Statement of Work:	The Statement of Work attached to this Agreement as Exhibit H.
Agreement:	This Agreement, including all Exhibits and Schedules hereto and any amendments hereto or thereto.
Operating System:	The software that manages Hardware for Programs and other software.

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Order:	When used in any Schedule to this Agreement, the term “order” shall mean an order of the Products, Cloud Services or other services to which that Schedule applies, upon the execution of this contract by operation of Article 3.1 or pursuant to a Task Order.
Schedule:	Any of the Oracle schedules (Schedule C, Schedule H, and Schedule C) attached to this Agreement.
Separate Terms:	Separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third-Party Technology.
Separately Licensed Third-Party Technology:	Third-party technology that is licensed under Separate Terms and not under the terms of the Agreement.
Subcontractor:	A person, firm, corporation, partnership, or joint venture other than the Contractor and employees thereof, who supplies labor or materials on a portion of the Services. Also, synonymous with Subconsultant.

SP-2 Reserved

SP-3 Reserved

SP-4 Warranty and Responsibility of Consultant

Consultant warrants that the Services to be performed hereunder shall be provided in a manner consistent with professional standards applicable to those firms within the Consultant’s industry, doing the same or similar work under the same or similar circumstances. LADWP must notify Consultant of any warranty deficiencies within 120 days from performance of the deficient Services.

FOR ANY BREACH OF THE WARRANTY, LADWP’S EXCLUSIVE REMEDY AND CONSULTANT’S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES AT NO CHARGE, OR, IF CONSULTANT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, LADWP MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES IT PAID TO CONSULTANT FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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WITH RESPECT TO THE RE-PERFORMANCE OF SERVICES UNDER THIS SECTION, SUCH SERVICES PROVIDED IN THE RE-PERFORMANCE WILL BE TREATED AS “SERVICES” FOR PURPOSES OF THE WARRANTY AND DISCLAIMER SET FORTH ABOVE. THE WARRANTY FOR THE “RE-PERFORMANCE SERVICES” SHALL NOT BE DEEMED TO RENEW OR EXTEND THE WARRANTY GRANTED FOR THE ORIGINAL SERVICES.

Warranty of Authority

Consultant warrants that, as of the effective date of this Agreement, it has the corporate authority to enter into the Agreement and the resulting Task Orders.

Warranties for Hardware and Programs are included under the applicable Schedule (Schedule H for Hardware and Schedule P for Programs).

SP-5 Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts. LADWP's overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. LADWP encourages contractors to take steps to provide available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs an opportunity to compete for and participate in subcontracts under LADWP contracts.

SP-6 Reserved

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SP-16 Reserved

SP-17 Security Policy and Requirements

The Consultant is required to adhere to all physical and cyber-related security policies, standards, requirements and procedures (collectively, "Security Standards"), applicable to the Services, provided that:

- a) such Security Standards do not violate any state, local or federal law;
- b) LADWP states with specificity in Part A of the Statement of Work, the applicable Task Order or a Change Order, what Security Standards are applicable to the Services thereunder; and
- c) LADWP shall make available the relevant Security Standards to the Consultant.

Consultant shall be responsible for distributing the Security Standards to its employees and Subconsultants and for assessing and requiring compliance.

If any part of the Security Standards should violate Consultant's Code of Ethics and Business Conduct or if Consultant is otherwise unable to comply, Consultant shall notify promptly LADWP in writing. The Parties may thereafter utilize the meeting process outlined in Article 12.1.1 to facilitate negotiation of a Change Order requested by LADWP.

Additionally, in performing the Services, Consultant will treat the data that resides on Consultant's, LADWP's, or third-party systems to which Consultant is provided access to perform Services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Consultant's discretion; however, Consultant will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for Services have been paid.

SP-18 Reserved

SP-19 Safety Compliance Certificate

Consultant's executed Safety Compliance Certificate is attached as **Exhibit G** to this Agreement.

SP-20 Reserved

SP-21 Reserved

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SP-23 Reserved

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SP-25 Segmentation

The purchase of any Consultant Products and related services or other services are all separate offers and separate from any other order for any Products and related services or other services LADWP may receive or have received from Consultant. LADWP understands that it may purchase any Consultant Products and related services or other services independently of any other Products or services. LADWP's obligation to pay for (a) any Consultant Products and related services is not contingent on performance of any other services or delivery of any other Consultant Products or (b) other services is not contingent on delivery of any Consultant products or performance of any additional/other services.

SP-26 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES LADWP PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM LADWP'S USE OF ORACLE PROVIDED PRODUCTS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE LESSER OF TWO (2) TIMES THE FEES LADWP PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY OR FIVE MILLION DOLLARS (\$5,000,000).

SP-27 Nuclear or Hazardous Use

Consultant Products and services deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. LADWP agrees that it is its responsibility to ensure safe use of Consultant Products and services deliverables in such applications. It is understood and agreed that use of Products and Services for organizational budgeting would not constitute a hazardous application.

SP-28 EXPORT

LADWP agrees that no Products, service deliverables, data, information, product and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, or will be used for any purpose prohibited United States or

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other relevant local export laws or regulations, including, without limitation, deemed export, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

SP-29 TAXES

Unless LADWP provides Consultant, in advance of the date taxes are due, with a certificate of tax exemption, LADWP agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that Consultant must pay based on the products and/or services LADWP ordered, except for taxes based on Consultant's income. The fees charged and rates provided are exclusive of taxes.

SP-30 INTELLECTUAL PROPERTY INDEMNITY

1. To the extent not prohibited by law and subject to sections 5, 6 and 7 below, if a third party makes a claim against either LADWP or Consultant ("Recipient" which may refer to LADWP or Consultant depending upon which Party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either LADWP or Consultant ("Provider" which may refer to LADWP or Consultant depending on which Party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:
 - a. Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
 - b. Gives the Provider sole control of the defense and any settlement negotiations; provided, however, that if such delegation of control is prohibited by or restricted under the City of Los Angeles charter or code, in particular Article II, Sections 271, 272, and 273, LADWP (as Recipient) will then allow Oracle (as Provider) to participate in the defense and any settlement negotiations to the fullest extent permitted by the applicable law; and
 - c. Gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

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For the avoidance of doubt, the filing of a lawsuit by a third party constitutes the making of a claim by such third party.

2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material.
3. Notwithstanding the provisions of subsection 2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Consultant is the Provider of infringing Hardware, any unused, prepaid technical support fees LADWP has paid to Consultant for the Hardware, if any.
4. If Consultant is the Provider:
 - a. Consultant shall refund any fees LADWP may have paid to the Consultant for infringing material and any unused, prepaid technical support fees LADWP has paid to Consultant for the license of the infringing Program, if any.
 - b. If such return of infringing program materially affects Consultant's ability to meet its obligations under the Statement of Work or relevant order, then Consultant may, at its option and upon 30 days prior written notice, terminate the order.
 - c. In the event that the Material is Separately Licensed Third-Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Consultant may end the license for, and require return of, the Program associated with that Separately Licensed Third-Party Technology and shall refund any Program license fees LADWP may have paid to Consultant for the Program.
5. Provided LADWP is a current subscriber to Oracle technical support services for any Operating System (e.g., Oracle Premier Support for Systems, Oracle

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Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which LADWP is a subscriber to the applicable Consultant technical support services (a) the phrase “Material” above in section 1 shall include the Operating System and the Integrated Software and any Integrated Software Options that LADWP licensed and (b) the phrase “Program(s)” in this section SP-30 is replaced by the phrase “Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)” (i.e., Consultant will not indemnify LADWP for LADWP’s use of the Operating System and/or Integrated Software and/or Integrated Software Options when LADWP was not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Consultant will not indemnify LADWP for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

6. The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Provider will not indemnify Recipient for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Provider.

Provider will not indemnify Recipient for infringement caused by Recipient’s actions against any third party if the Program(s) as delivered to Recipient and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. Provider will not indemnify Recipient for any intellectual property infringement claims (s) known to Recipient at the time license rights are obtained.

7. This section provides the parties’ exclusive remedy for any infringement claims or damages.
8. This Provision shall survive the expiration or other termination of this Agreement

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SP-31 OPEN SOURCE LICENSES

For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that LADWP receive from Oracle in binary form and (iii) that is licensed under an open source license that gives LADWP the right to receive the source code for that binary, LADWP may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to LADWP with the binary, LADWP may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the “Written Offer for Source Code” section of the latter website.

SP-32 ASSIGNMENT

- a. Except in the event of a merger, consolidation, acquisition, internal restructuring or sale of all or substantially all of the assets of the Consultant, the Consultant may not, unless it has first obtained the written permission of LADWP, assign this Agreement. Such permission may be withheld at LADWP’s sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant.
- b. Assignment or Transfer by LADWP. LADWP may not assign this Agreement or a Task Order to a third party (i.e., a legal entity separate from the City of Los Angeles) or give or transfer any Programs, Operating System, Integrated Software, or any Services or services deliverables or an interest in them to another individual or entity except as stated below, without the prior written consent of Consultant. If LADWP grants a security interest in any services deliverables, the secured party has no right to use or transfer the Services deliverables, and if LADWP decides to finance its acquisition of any Products r Services, it will follow Consultant’s policies regarding financing which are at <http://oracle.com/contracts>.
- c. Transfer of Services or Services Deliverables. If LADWP is mandated by its governing body to convey any of its specific functions to another Los Angeles department or entity, the Services or Service deliverables used to support the conveyed functions may be transferred at no charge, after written notice to Consultant. If LADWP merges with another Los Angeles department or entity, the Services and Services deliverables may be used by the merged entity pursuant to the terms of this Agreement and the applicable Task Order. Nothing in this section shall be deemed to relieve LADWP or the transferee entity of the obligation to use the deliverables in accordance with the terms and conditions of this Agreement and all applicable Task Orders placed hereunder.

SP-33 GOVERNING LAW

This Agreement shall be governed by, interpreted and enforced in accordance with the

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laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*. If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

SP-34 SURVIVAL

Except for actions for nonpayment or breach of Consultant's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than four years after the cause of action has accrued.

END OF SPECIAL PROVISIONS

EXHIBIT C

Fee Schedule

1. Initial Services:

LADWP agrees to pay Oracle a fee of two million two hundred thousand dollars (\$2,200,000.00) for Services and Deliverables described in Part A of the Statement of Work. This fee includes travel and out of pocket expenses. Once a Deliverable is accepted or deemed to be accepted by LADWP, in accordance with Exhibit H Section 3 of Part A of the Statement of Work (Acceptance of Deliverables), the corresponding Fee for such Deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and LADWP shall pay, such Fee; this payment obligation shall become non-cancellable and the sum paid non-refundable on LADWP's acceptance date.

In the event of a conflict between this Exhibit C and any provision of the Statement of Work or any Task Order, the provisions of the Statement of Work or Task Order shall take precedence. For the avoidance of doubt, the fees stated in this Exhibit C are stated as of the date of the Agreement, and do not reflect changes effected after the date of this Agreement pursuant to a Change Order or Amendment.; these fees do not include taxes.

Fixed Price Consulting Fees

All sections referenced in the table below can be found in Part A of the Exhibit H – Statement of Work.

Deliverable No.	Deliverable Name	Deliverable Description	Amount (Representing 90% of total for all but final Retention Payment)
PM1	Monthly Project Status Report M1	The Monthly Project Status Report for month one (1) in Microsoft Word as described in Section 1.B.3.c.	\$47,520.00
PM2	Monthly Project Status Report M2	The Monthly Project Status Report for month two (2) in Microsoft Word as described in Section 1.B.3.c.	\$47,520.00

EXHIBIT C

1	Project Management Plan (PMP)	The Project Management Plan (PMP) in Microsoft Word as described in Section 1.B.1. This document details the core OUM project management processes including Scope Management, Work Management, Risk Management, Issues Management, Problems Management, Staff Management, Communications Management, Quality Management, and Organizational Change Management and Training.	\$55,440.00
2	Project Work Plan and schedule ("PWP")	The Project Work Plan in Microsoft Project as described in Section 1.B.2. Document with a high-level project plan. The high-level project plan identifies the core activities, tasks, the start and estimated completion time for each task, dependencies and resources, focusing on the key activities/tasks of the inception phase and documents subsequent phases at a summary level.	\$83,160.00
3	HP Requirements Document	The HP Requirements document in Microsoft Word as described in Section 1.D.I.a.vi. This document contains LADWP's business requirements that are in-scope for the project and consolidates the mutually agreed requirements from standard functionality and the findings from the requirements analysis workshops into a single document.	\$118,800.00
4	HP Application Design Document	The HP Application Design Document in Microsoft Word as described in Section 1.D.II.a.3. Document that contains the configuration information for the functionality that is in-scope for the project.	\$201,960.00
5	Organizational Change Management Facilitation Plan ("OCMFP")	The OCMFP in Microsoft Word as described in Section 1.E.I.1. This document defines the organizational change management approach and plan for the project; it includes information from the following activities: Stakeholder Assessment, Leadership Alignment discussions, Change Impact Assessment, Change Strategy and Plan, Communication Plan, End User Support Plan, and Project Team Training Plan.	\$168,300.00
6	Detail Technical Design Document	The Detailed Technical Design Document in Microsoft Word as described in Section 1.C.III.d. Document that details the final HP server configurations within LADWP's DEV, TEST, PROD and DR environments for the installation of Oracle Hyperion Planning 11.1.2.4 software.	\$79,200.00

EXHIBIT C

7	Validation Test Strategy Plan	The Validation Test Strategy Plan in Microsoft Word as described in Section 1.D.IV.d. Document that defines the testing strategy for the project functionality as defined in the HPADD.	\$164,340.00
8	Technical Installation Process Report	The Technical Installation Process Report in Adobe .pdf as described in Section 1.C.III.b. Document that describes the installation process of HP on LADWP environments and provide procedures for backup and recovery.	\$59,400.00
9	System Integration Test Results (SIT)	The SIT document in Microsoft Excel as described in Section 1.D.IV.b. Document that details the SIT test results, remediation of any identified deficiencies, and agreed upon go forward steps.	\$162,360.00
10	User Acceptance Test Result Document	The User Acceptance Test Result Document in Microsoft Word as described in Section 1.D.IV.f.iii. Document that summarizes the User Acceptance Test results of the in-scope processes. The report will show the key scenarios tested, the detailed steps to perform those tests, and the results of those tests.	\$257,400.00
11	HP Migration Document	The HP Migration Document in Microsoft Word as described in Section 1.D.IV.i. Document that details the migration process of the HP application configured components between LADWP environments and includes the cut over and cut over support plans as well as the production migration checklist.	\$198,000.00
12	End User Training Plan	The End User Training Plan in Microsoft Word as described in Section 1.F.II.b. Document that includes: Training requirements, General content of training materials, Training methods, Training logistics, Training communication approach, Training evaluation approach, and Training environment and resources.	\$99,000.00
13	Training Delivery Report	The Training Delivery Report in Microsoft Word as described in Section 1.G.I.e.v. Document that provides the names and number of persons trained, training dates, and evaluation results.	\$108,900.00
14	Post-Production Assistance Report	The Post Production Assistance Report in Microsoft Word as described in Section 1.G.1.c. Document that summarizes the activities performed during post-production.	\$29,700.00

EXHIBIT C

15	Weekly Project Status Reports	The weekly Project Status Reports in Microsoft Word as described in Section 1.B.3.b to include current tasks and progress, problems, concerns, open issues, upcoming tasks and activities, risk assessment progress and resolution plans, status, and responsibilities. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	\$0.00
16	Monthly Project Status Reports	The Monthly Project Status Reports in Microsoft Word as described in Section 1.B.3.c. This is a deliverable that is included, but not part of the payment schedule or the acceptance process with the exception of months one (1) and two (2)	\$0.00
17	Installation Check-List Report	Document that includes the results of the connection tests as described in Section 1.C.III.c. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	\$0.00
18	Engagement Summary Report	The Engagement Summary Report in Microsoft Word as described in Section 1.B.3.e. This document will summarize key findings, activities performed, recommendations, and next steps at the end of the project. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	\$0.00
19	HP Cutover Plan	HP Cutover Plan in Microsoft Excel as described in Section 1.D.IV.j. Document that identifies key cutover activities and tasks required for the move to production. This document will identify key dependencies and responsibilities for both LADWP and Oracle.	\$99,000.00
20	End User Training Manual	End User Training manual in section 1.F.II.e is a deliverable that is included, but not part of the payment schedule.	\$0.00
21	Closure Report	Deliverable that is included, but not part of the payment schedule or the acceptance process. This document summarizes and reviews the Services performed in 1.B through 1.G.	\$0.00
22	Retention Payment	Due and payable upon completion of the post-production support two (2) months after Go-Live	\$220,000.00
			\$2,200,000.00

EXHIBIT C

2. Initial Programs:

Programs and Program-Related Service Offerings CPQ-946243		
Description / License Type	Quantity	Net Fee
Oracle Database In-Memory - Processor Perpetual	4	36,800.00
Software Update License & Support		8,096.00
Oracle Database In-Memory - Named User Plus Perpetual	75	13,800.00
Software Update License & Support		3,036.00
Programs and Program-Related Service Offerings Fees		61,732.00

License Summary CPQ-856424	
Product Description / License Type	Quantity
Oracle Hyperion Planning Plus - Application User Perpetual	129
Oracle Essbase Plus - Named User Plus Perpetual	129

License Migration CPQ-856424			
Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Hyperion System 9 Bi+ Visual Explorer - Option - Standard Tier Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named Interactive User Perpetual	15539154	100	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Standard Tier Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named View User Perpetual	15539154	25	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Test And Development Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option Test And Development Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named View User Perpetual	15539154	25	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Test And Development Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option Test And Development Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option - Standard Tier Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named Interactive User Perpetual	15539154	100	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Standard Tier Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual

Migrated Licenses (New) CPQ-856424	Quantity	List Credit	Net Credit	Net Fee
Oracle Hyperion Planning Plus - Application User Perpetual	129			0.00
Software Update License & Support				43,809.24
Oracle Essbase Plus - Named User Plus Perpetual	129			0.00
Software Update License & Support				36,299.08

EXHIBIT C

Other Fees CPQ-856424	Quantity	
Back Support Fee	1	32,921.22
Other Fees		32,921.22

Subtotal CPQ-856424		
Subtotal		113,029.54
Fees		113,029.54

Programs and Program-Related Service Offerings CPQ-1123693				
Description / License Type	Quantity			Net Fee
Oracle Hyperion Financial Data Quality Management – Application User Perpetual	25			12,500.00
Software Update License & Support				2,750.00
Oracle Hyperion Financial Data Quality Management Adapter Suite – Application User Perpetual	25			3,000.00
Software Update License & Support				660.00
Oracle Hyperion Planning Plus - Application User Perpetual	671			469,700.00
Software Update License & Support				103,334.00
Programs and Program-Related Service Offerings Fees				591,944.00

3. Initial Cloud Services:

Service Period: 12 months CPQ-965878 – Core Site						
Cloud Services	Data Center Region	Quantity	Term		Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	4	12 mo		1,650.00	79,200.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo		2,310.00	27,720.00
B89108 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - IaaS	EXTERNAL SITE	1	12 mo		360.00	4,320.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	4	12 mo		36.00	1,728.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo		120.00	1,440.00
B87823 - Oracle Cloud at Customer - X6 Control Plane - Non-metered - Each	EXTERNAL SITE	1	12 mo		6,600.00	79,200.00
Subtotal						193,608.00

Consulting / Professional Services Fees CPQ-965878- Core Site	Quantity	Term			Net Fee
B90078 - Oracle Cloud at Customer Readiness Service	1	N/A			30,000.00
Other Fees					30,000.00

EXHIBIT C

Subtotal CPQ-965878 – Core Site						Net Fee
Cloud Services Fees						193,608.00
Consulting/Professional Services Fees						30,000.00
Net Fees						223,608.00
Total Fees						223,608.00

Service Period: 12 months CPQ-965862 – Disaster Recovery Site							
Cloud Services	Data Center Region	Quantity	Term			Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	3	12 mo			1,650.00	59,400.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo			2,310.00	27,720.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	3	12 mo			36.00	1,296.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo			120.00	1,440.00
Subtotal							89,856.00

Subtotal CPQ-965862 – Disaster Recovery Site						Net Fee
Cloud Services Fees						89,856.00
Net Fees						89,856.00
Total Fees						89,856.00

4. Service Rates:

For a period of five (5) years from the effective date of the Agreement, time and materials change orders for additional OCS implementation services shall be provided at the rates set forth below (“Consulting Rates”):

Level	Title	Hourly Rate (Inclusive of Expenses)
9	Sr. Practice/Tech Director	\$278.30
8	Practice/Tech Director	\$253.00
7	Practice/Tech Manager	\$218.21
6	Senior Principal Consultant	\$202.40
5	Principal Consultant	\$177.10
4	Senior Consultant	\$145.48
3	Staff Consultant	\$126.50

EXHIBIT C

5. **Cloud Services Renewals:** You shall have an option to renew Your subscription for the same services listed in the tables below at the same usage limits for four (4) additional 12-month renewal periods.

Service Period: 12 months CPQ-965878 – Core Site						
Cloud Services	Data Center Region	Quantity	Term		Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	4	12 mo		1,650.00	79,200.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo		2,310.00	27,720.00
B89108 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - IaaS	EXTERNAL SITE	1	12 mo		360.00	4,320.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	4	12 mo		36.00	1,728.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo		120.00	1,440.00
B87823 - Oracle Cloud at Customer - X6 Control Plane - Non-metered - Each	EXTERNAL SITE	1	12 mo		6,600.00	79,200.00
Subtotal						193,608.00

Service Period: 12 months CPQ-965862 – Disaster Recovery Site						
Cloud Services	Data Center Region	Quantity	Term		Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	3	12 mo		1,650.00	59,400.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo		2,310.00	27,720.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	3	12 mo		36.00	1,296.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo		120.00	1,440.00
Subtotal						89,856.00

EXHIBIT C

6. Program-related Technical Support Renewals:

Core Application Software – Technical Support Renewals (Net New)								
Item	Description	Quantity	Year 2	Year 3	Year 4	Year 5	Total	License or Subscription
1	Hyperion Planning Plus	671	\$103,334.00	\$103,334.00	\$105,401.00	\$107,509.00	\$419,578.00	Annual Support
2	Financial Data Quality Mgmt.	25	\$2,750.00	\$2,750.00	\$2,805.00	\$2,861.00	\$11,166.00	Annual Support
3	Adapter Suite	25	\$660.00	\$660.00	\$673.00	\$687.00	\$2,680.00	Annual Support
Subtotal			\$106,744.00	\$106,744.00	\$108,879.00	\$111,057.00	\$433,424.00	
Total Core Software and Related Cost								\$433,424.00

Core Application Software – Technical Support Renewals (Migrated Licenses)								
Item	Description	Quantity	Year 2	Year 3	Year 4	Year 5	Total	License or Subscription
1	Hyperion Planning Plus	129	\$43,809.00	\$43,809.00	\$44,685.00	\$45,579.00	\$177,883.00	Annual Support
2	Oracle Essbase Plus	129	\$36,299.00	\$36,299.00	\$37,025.00	\$37,766.00	\$147,389.00	Annual Support
Subtotal			\$80,108.00	\$80,108.00	\$81,710.00	\$83,345.00	\$325,272.00	
Total Core Software and Related Cost								\$325,272.00

In-Memory Software – Technical Support Renewals for Years 2-5								
Item	Description	Quantity	Year 2	Year 3	Year 4	Year 5	Total Cost	License or Subscription Type
1	Oracle Database In-Memory - Processor Perpetual	4	\$8,096.00	\$8,096.00	\$8,257.92	\$8,423.08	\$32,873.00	Annual Support
2	Oracle Database In-Memory - Named User Plus Perpetual	75	\$3,036.00	\$3,036.00	\$3,096.72	\$3,158.65	\$12,327.37	Annual Support
Subtotal			\$11,132.00	\$11,132.00	\$11,354.64	\$11,581.73	\$45,200.37	

EXHIBIT C

Price Hold

a. For a period of 12 months from the effective date of this order, You may order the programs (and first year of SULS for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered; and (ii) You have continuously maintained SULS for the Program licenses listed in the Program and Program-Related Service Offerings section above.

b. The following purchase minimums of 4 Processor licenses and 75 Named User Plus licenses for the Programs will apply to the program licenses ordered under this section.

c. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA Shipping Point, Prepaid, and Add.

d. For those Programs/license type combinations that are available, the current license definitions and rules in effect at the time an order is placed will apply to the program licenses ordered under this section. If a program is available in production release and the license type is not available, the most recent license definition and rules will apply to the program licenses ordered under this section.

e. SULS identified on the Price Hold Exhibit, will be co-terminous with the dates set forth in the table in Part B, General Terms, section 4.b in Ordering Document CPQ-946243.

Description / License Type	Quantity	Program Fees	Software Update License & Support Fees
Oracle Database Enterprise Edition - Processor Perpetual	1	19,000.00	4,180.00
Oracle Real Application Clusters - Processor Perpetual	1	9,200.00	2,024.00
Oracle Advanced Security - Processor Perpetual	1	6,000.00	1,320.00
Oracle Diagnostics Pack - Processor Perpetual	1	3,000.00	660.00
Oracle Tuning Pack - Processor Perpetual	1	2,000.00	440.00
Oracle Database Enterprise Edition - Named User Plus Perpetual	1	380.00	83.60
Oracle Real Application Clusters - Named User Plus Perpetual	1	184.00	40.48
Oracle Advanced Security - Named User Plus Perpetual	1	120.00	26.40
Oracle Diagnostics Pack - Named User Plus Perpetual	1	60.00	13.20
Oracle Tuning Pack - Named User Plus Perpetual	1	40.00	8.80
Oracle Database In-Memory - Processor Perpetual	1	9,200.00	2,024.00
Oracle Database In-Memory - Named User Plus Perpetual	1	184.00	40.48
Oracle Active Data Guard - Named User Plus Perpetual	1	92.00	20.24
Oracle Active Data Guard - Processor Perpetual	1	4,600.00	1,012.00
Oracle Multitenant - Processor Perpetual	1	7,000.00	1,540.00
Oracle Multitenant - Named User Plus Perpetual	1	140.00	30.80

Optional: Software Purchase of Price Hold Products License and Support for Years 1-5										
Item	Description	Type	Quantity	Year 1 Purchase	Year 1 Support	Year 2 Support	Year 3 Support	Year 4 Support	Year 5 Support	License or Subscription Type
1	Oracle Database Enterprise Edition	Processor	4	\$ 76,000.00	\$ 16,720.00	\$16,720.00	\$16,720.00	\$ 17,054.40	\$ 17,395.49	Annual Support
2	Oracle Active Data Guard	Processor	4	\$ 18,400.00	\$ 4,048.00	\$ 4,048.00	\$ 4,048.00	\$ 4,128.96	\$ 4,211.54	Annual Support
3	Oracle Real Application Clusters	Processor	4	\$ 36,800.00	\$ 8,096.00	\$ 8,096.00	\$ 8,096.00	\$ 8,257.92	\$ 8,423.08	Annual Support
4	Oracle Multitenant	Processor	4	\$ 28,000.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 6,283.20	\$ 6,408.86	Annual Support
5	Oracle Advanced Security	Processor	4	\$ 24,000.00	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00	\$ 5,385.60	\$ 5,493.31	Annual Support
6	Oracle Multitenant	NUPS	75	\$ 10,500.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,356.20	\$ 2,403.32	Annual Support
7	Oracle Diagnostics Pack	Processor	4	\$ 12,000.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,692.80	\$ 2,746.66	Annual Support
8	Oracle Tuning Pack	Processor	4	\$ 8,000.00	\$ 1,760.00	\$ 1,760.00	\$ 1,760.00	\$ 1,795.20	\$ 1,831.10	Annual Support
9	Oracle Database Enterprise Edition	NUPS	75	\$ 28,500.00	\$ 6,270.00	\$ 6,270.00	\$ 6,270.00	\$ 6,395.40	\$ 6,523.31	Annual Support
10	Oracle Real Application Clusters	NUPS	75	\$ 13,800.00	\$ 3,036.00	\$ 3,036.00	\$ 3,036.00	\$ 3,096.72	\$ 3,158.65	Annual Support
11	Oracle Advanced Security	NUPS	75	\$ 9,000.00	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$ 2,019.60	\$ 2,059.99	Annual Support
12	Oracle Diagnostics Pack	NUPS	75	\$ 4,500.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 1,009.80	\$ 1,030.00	Annual Support
13	Oracle Tuning Pack	NUPS	75	\$ 3,000.00	\$ 660.00	\$ 660.00	\$ 660.00	\$ 673.20	\$ 686.66	Annual Support
14	Oracle Database In-Memory	Processor	4	\$ 36,800.00	\$ 8,096.00	\$ 8,096.00	\$ 8,096.00	\$ 8,257.92	\$ 8,423.08	Annual Support
15	Oracle Active Data Guard	NUPS	75	\$ 6,900.00	\$ 1,518.00	\$ 1,518.00	\$ 1,518.00	\$ 1,548.36	\$ 1,579.33	Annual Support
16	Oracle Database In-Memory	NUPS	75	\$ 13,800.00	\$ 3,036.00	\$ 3,036.00	\$ 3,036.00	\$ 3,096.72	\$ 3,158.65	Annual Support
Subtotal per Year				\$ 330,000.00	\$ 72,600.00	\$72,600.00	\$72,600.00	\$ 74,052.00	\$ 75,533.04	
Total Software Purchase of Price Hold Products License and Support for Year 1-5										\$ 697,385.04

EXHIBIT D
List of Subconsultants

The following Subconsultants are authorized to perform work under the SOW as of the date of this Agreement:

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
TransAmerica Training Mgmt.	Providing Change Mgmt & Training services for Oracle	Providing Change Mgmt & Training for Oracle's Hyperion Planning	Chicago	N/A	30%
G Black Consulting	Consulting services	Oracle's Secondary PM & coordination of IBM Rational S/W for HP project	Pomona	SBE	10%

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT E
List of Key Consultant Personnel

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	No. of Years Employed by Consultant/ Experience
Michael Buell	Primary/Project Manager	Oracle	San Diego	17 years
Gregory Black	Secondary Manager	Subcontractor	Pomona	15 years
Tino Tarantino	Budget Functional Lead, Technical Lead, Interface Lead	Oracle	Ohio	20 years
Regina Furriel	Planning Team Member	Oracle	El Segundo	15 years
Krystyna Joniak	Training Lead	Subcontractor	Chicago	20 years
Victor Synylo	Change Management Facilitator	Subcontractor	Chicago	20 years

*[Note: all Labor categories listed should also appear on **Exhibit C - Fee Schedule**. Any Subconsultant personnel who are key to the Project should also be included in this Exhibit]*

EXHIBIT F

Contract Insurance Requirements

CONTRACT INSURANCE REQUIREMENTS – DEPARTMENT OF WATER AND POWER For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: PPS - Budget and Decision Support System Replacement
 Reference/Agreement: 47538
 Term of Agreement: 5 years
 Contract Administrator and Phone: Ana Maria Mesa-Mahan (213) 367-3898
 Buyer and Phone Number: Minh Trinh-Lee (213) 367-4488

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- (✓) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)
 (✓) Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 () Jones Act (Maritime Employment) () Outer Continental Shelf
 (✓) Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 () Other: () Other:
- (✓) AUTOMOBILE LIABILITY: (\$1,000,000.00)
 (✓) Owned Autos () Any Auto
 (✓) Hired Autos (✓) Non-Owned Auto
 () Contractual Liability (✓) Additional Insured
 () MCS-90 (US DOT) () Trucker's Form
 () Waiver of Subrogation () Other:
- (✓) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$3,000,000.00)
 (✓) Broad Form Property Damage (✓) Contractual Liability (✓) Personal Injury
 (✓) Premises and Operations (✓) Products/Completed Ops. (✓) Independent Contractors
 () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 () Corporal Punishment () Collapse/Underground () Explosion Hazard
 () Watercraft Liability () Pollution (✓) Additional Insured Status
 () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 () Marine Contractors Liability () Other: () Other:
- () PROFESSIONAL LIABILITY: ()
 () Contractual Liability () Waiver of Subrogation () 3 Year Discovery Tail
 () Additional Insured () Vicarious Liability Endt. () Other:
- () AIRCRAFT LIABILITY: ()
 () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 () Pollution () Additional Insured () Other:
- () PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()
 () Replacement Value () Actual Cash Value () Agreed Amount
 () All Risk Form () Named Perils Form () Earthquake:
 () Builder's Risk:\$ () Boiler and Machinery () Flood:
 () Transportation Floater:\$ () Contractors Equipment\$ () Loss of Rental Income:
 () Scheduled Locations/Propt. () Other: () Other:
- () WATERCRAFT: ()
 () Protection and Indemnity () Pollution () Additional Insured
 () Waiver of Subrogation () Other: () Other:
- () POLLUTION: ()
 () Incipient/Long Term () Sudden and Accidental () Additional Insured
 () Waiver of Subrogation () Contractor's Pollution () Other:
- () CRIME: () Joint Loss Payable Status () Additional Insured ()
 () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 () Other: () Other:
- () ASBESTOS LIABILITY: () Additional Insured ()

Insurance Req (03/02/18-LC)

EXHIBIT G
SAFETY COMPLIANCE CERTIFICATE

I, Michelle Myer the undersigned,
(Print Company Representative Name)
Vice President, Americas Real Estate & Facilities of
(Print Company Representative Title)
Oracle America, Inc. hereby certify the
(Print Company Name)

Information contained herein to the best of the undersigned's knowledge and belief and that undersigned is duly authorized to certify that:

- A. Contractor has an Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, industry standards and the California Occupational Safety and Health Administration, Title 8 of the California Code of Regulations, General Industry and Construction Safety Orders. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.)

California Code of Regulations General Industry Safety Orders
<http://www.dir.ca.gov/Title8/3203.html>


California Code of Regulations Construction Safety Orders
<http://dir.ca.gov/Title 8/1509.html>

If Contractor performs any work under this agreement outside the State of California, Contractor shall comply with applicable local, State, and Federal laws and regulations, including, but not limited to, industry standards and the Occupational Safety and Health Administration, General Duty Clause.

<https://www.osha.gov/laws-regs/oshact/section5-duties>

- B. Contractor agrees that it is responsible for its subcontractors, to the extent of their scope of service related to the performance of the Work under this agreement, and all persons directly employed by Contractor and performing work under this agreement.
- C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signature: 
Print Name: Michelle Myer
Date: 18-Mar-2019 | 10:17 AM PDT

The above signatory is an authorized representative of Oracle America, Inc. and is signing this certificate on behalf of Oracle America, Inc. and not in his or her individual capacity.

Statement of Work

PART A. Services Statement of Work (“SOW”).**1. Description of Services and Deliverables****A. Services**

Oracle shall provide LADWP the consulting services provided herein (the “Services”) related to the implementation of LADWP’s Budget and Decision Support System (“BSR”) using Oracle Hyperion Planning (“HP”) 11.1.2.4 Enterprise Performance Management software (“EPM”). The Services shall include the following as set out in Sections 1.B through 1.G below: 1 Project Management and Planning Services 2. Project Kickoff and Initiation Services 3. System Planning Services (Including Implementation, Integration and Data Migration Plan and Support) and Documentation of the Results 4. Systems Requirements and Design Services 5. Installation of Server and System Components for Development, User Acceptance, Training, Disaster Recovery, and Production Environments 6. Configuration and Development Services 7. Quality Assurance and Risk Mitigation Services 8. System Testing Services (including Integration Testing Plan and Support, Support User Acceptance Testing (UAT), and Performance and Response Time Criteria) 9. System Documentation, User Aid and Training Services 10. Organizational Change Management Facilitation Services 11. Production Cut-Over and Post Implementation Services (Including Routine Maintenance and Support Services).

In addition, Oracle will provide project coordination of any technical services or maintenance and technical support provided under Parts B and C of the Statement of Work under the Agreement and organizational change management, project team training, and end user training purchased by LADWP under any other Part of this Statement of Work under the Agreement, The Services shall include:

B. Project Management Services

Oracle Consulting Services (“OCS”), the consulting services business within Oracle shall be the coordinating point of contact for LADWP with the other Oracle service organizations, specifically, Advanced Customer Services (“ACS”) and Cloud Readiness Services to assist with the coordination of the professional cloud services ordered under Part C of the Statement of work and any other site readiness, hardware installation, remote connectivity, cloud service setup and cloud activation services purchased by LADWP under any other Part of the Statement of Work. Oracle shall provide to LADWP a preliminary target date for Go-Live (i.e., completion of the Services that are described in Section 1.B. through 1.F. below, which are also referred to in this SOW as the “project”).

1. Oracle shall create and manage the Project Management Plan document (“PMP”) from the Oracle Unified Method (“OUM”) “Project Management Framework” template. OUM is Oracle’s standards-based method for providing consulting services supporting the implementation of Oracle products. The PMP defines the governance approach for managing the project by identifying how the project will be planned, executed, controlled, monitored and reported on. The PMP will be created with the participation of LADWP’s project manager and will consist of the following OUM component project management plans templates:
 - a. Scope Management - The purpose of the Scope Management template is to document the initial Scope Definition for the project by providing a concise summary of the project scope.
 - b. Work Management - The purpose of the Work Management Plan is to establish project procedures for managing and monitoring all work performed on the project.

Statement of Work

- c. Risk Management - The purpose of the Risk Management Plan is to establish procedures for managing and monitoring risks during the project. Risk is the possibility of an uncertain future outcome or condition, which if it occurs, has a positive or negative effect on a project's objectives, which may be mitigated by pre-emptive action.
 - d. Issues Management - The purpose of the Issue Management Strategy is to establish procedures for managing and monitoring issues during the project. An issue is an open concern or matter that is under discussion and could adversely impact the success of a project.
 - e. Problems Management - The purpose of the Problem Management Strategy is to establish procedures for managing and monitoring problems during the project. A Problem is a perceived variance between the expected and actual ability of an item to fulfill its defined purpose (for example, a software bug, consistent unexpected downtimes, a faulty design, service request, etc.).
 - f. Staff Management - The purpose of the Staff Management Plan is to document the details of the project staff (as currently estimated in Appendix A, Appendix C, and Appendix D of this Statement of Work). This includes:
 - 1. Approach;
 - 2. Project Organizational Chart;
 - 3. Project Roles and Responsibilities; and
 - 4. Staff Training Plan.
 - g. Communications Management - The purpose of the Project Team Communication Plan is to define the communication requirements for the project and how information will be distributed to facilitate project completion.
 - h. Quality Management - The purpose of the Quality Management Plan is to describe how the project management team plans to provide quality management.
 - i. Organizational Change Management and Training - The purpose of the Organizational Change Management Strategy is to document the details of addressing the people side of change management for the project. It provides the approach for preparing affected LADWP personnel for the changes brought about by the project.
2. Oracle shall create a Project Work Plan and schedule (together, the "PWP") in Microsoft Project. The PWP outlines the critical path for the project. The PWP lists the tasks to be performed by the team and may include LADWP activities or milestones on which the project is dependent and will include the following information:
- a. Tasks, estimated task start and end dates;
 - b. Project phases;
 - c. Assigned resources and roles from LADWP and Oracle (currently estimated in Appendix A, Appendix C, and Appendix D of this Statement of Work);
 - d. Task dependencies and interrelationships between tasks;
 - e. Weekly status report template, project risk/issue list and financial status;
 - f. Milestones;
 - g. Deliverables;
 - h. Responsibilities; and
 - i. Schedule.
3. In addition;
- a. Oracle shall work with LADWP's project manager to review the PWP in mutually agreed upon meetings. The PWP will be revised and approved periodically by

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- LADWP. Oracle shall maintain and regularly update the PWP at not more than one (1) week intervals, and report schedule variances to LADWP Project Manager.
- b. Oracle shall create weekly status reports, project risk/issue list.
 - c. Oracle shall monitor and summarize progress of Services performed under this SOW in monthly project management reports ("MPMR") to be provided to LADWP each month during the implementation of Services to include the following information;
 - 1. Current tasks and progress;
 - 2. Problems;
 - 3. Concerns;
 - 4. Open issues;
 - 5. Upcoming tasks and activities;
 - 6. Risk assessment progress and resolution plans;
 - 7. Status; and
 - 8. Responsibilities.
 - d. Each month during the implementation of Services, at a mutually agreed upon time, Oracle shall conduct one (1) meeting with a duration not exceeding one (1) hour, with LADWP's project manager to review the MPMR.
 - e. Using OUM, Oracle shall create a document (the "Engagement Summary Report") that summarizes key findings, activities performed, recommendations and next steps at the end of the project
 - f. Oracle shall use standard OUM Requirements Traceability utilizing OUM templates. In addition, Oracle shall work with LADWP Project Manager to utilize LADWP's Requirements Traceability tool, IBM Rational to capture requirements, test cases, results and defects.

C. Installation Services

- I. Cloud Provisioning:
 - i. Oracle shall design a target Oracle Infrastructure as a Service ("IaaS") "Cloud at Customer" deployment architecture.
 - ii. Oracle shall provision the virtual machines ("VMs") and the Oracle Traffic Director ("OTD") for the new Oracle Hyperion Enterprise applications. This includes:
 - a. Provision and configure virtual machine images as defined in the deployment architecture.
 - b. Provision and configure cloud storage service as required by the deployment architecture.
 - c. Provision and configure cloud network service and virtual private networks ("VPNs") as required by the deployment architecture.
 - d. Connect to the required authentication directory.
- II. Oracle shall install the operating system with the most recent available security patches, and configure the following Hyperion modules for the latest version and security patch set on LADWP's "Cloud at Customer" in up to four (4) environments including the development ("DEV"), test ("TEST"), production ("PROD"), and disaster recovery ("DR") environments. The modules shall include, but not be limited to:
 - i. Oracle Hyperion Financial Data Quality Management Enterprise Edition ("FDMEE");
 - ii. Oracle Hyperion Financial Data Quality Management Adapter Suite;
 - iii. Oracle Hyperion Planning ("HP");
 - iv. Oracle Hyperion Workforce Planning ("WFP");

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- v. Oracle Hyperion Capital Planning (“CAPEX”);
 - vi. Oracle Hyperion Financial Reporting (“FR”);
 - vii. Oracle Hyperion Foundation Services including the SmartView, Workspace, Shared Services and Enterprise Performance Management Architect (“EPMA”) components (“Foundation Services”); and
 - viii. Limited use WebLogic that complies with the license terms (i.e, the terms applicable to the WebLogic license included in Part B of Exhibit H). Oracle shall configure high availability environment using the F5 load balancer or configure WebLogic for high availability.
- III. Oracle shall perform the following activities:
- a. Oracle shall create one (1) application per environment to test connectivity. Oracle will provide instructions for database as well as the options limited to in-memory option and data guard, for the BSR system.
 - b. Oracle shall create the Technical Installation Process Report that describes the installation process of HP on LADWP environments and provide procedures for backup and recovery if LADWP standard backup and recovery process/method is not adequate as determined by Oracle.
 - c. Oracle shall create the Installation Check-List Report that includes the results of the connection tests referenced in Section 1.C.III.a
 - d. Oracle shall create a document (the “Detailed Technical Design Document”) that details the final HP server configurations within LADWP’s DEV, TEST, PROD and DR environments for the installation of Oracle Hyperion Planning 11.1.2.4 software referenced in Section 1.C.II.i-viii.
 - e. Oracle shall work with LADWP to reasonably remediate security issues found through the vulnerability scan.

D. HP Services

I. Inception / Requirements Analysis Phase – Oracle shall:

- a. Conduct up to three (3) requirements analysis workshops over a duration of up fifteen (15) consecutive business days with LADWP’s budgeting, planning, reporting, infrastructure and data integration resources to review LADWP’s objectives, with discussions to include using the Functional and Technical Matrix attached as Appendix 1 to Part B of the Statement of Work, and Appendix E, Current Computing Environment, and Appendix F, Current Business Environment, to this Part A of the Statement of Work as an outline for discussion. For the avoidance of doubt, Appendices E and F to Part A of this Statement of Work are attached to this Part A for informational and discussion purposes only, and notwithstanding anything to the contrary contained therein, nothing contained therein shall limit, alter or expand the scope of the obligations or assumptions of the parties set forth in this Part A or otherwise set forth in the Agreement.
 - i. Review LADWP’s current budgeting process and budgeting requirements;
 - ii. Review LADWP’s current planning process and planning requirements;
 - iii. Review LADWP’s current reporting process and reporting requirements;
 - iv. Review LADWP’s current data integration process and data integration requirements;
 - v. Discuss and review LADWP’s budget and decision support process utilizing HP functionality in LADWP’s HP application; and
 - vi. Create a HP Requirements Document (the “HPRD”) that contains LADWP’s business requirements that are in-scope for the project. This will be based on standard functionality and will document the findings from the workshops in

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Section 1.D.I.a and consolidate the mutually-agreed requirements into a single document.

II. Elaboration / Design Phase – Oracle shall:

- a. Conduct elaboration/design workshops over a duration of up thirty (30) consecutive business days (not inclusive of acceptance of deliverables) with LADWP's budgeting, planning, reporting, infrastructure and data integration staff resources to review LADWP's requirements.
 1. Review the HPRD created in section 1.D.I.a.vi.
 - i. Discuss the HP application design based upon the review of the HPRD;
 - ii. Discuss and create the reporting design; and
 - iii. Design data integration and transformation (i.e. mapping and conversion).
 2. Oracle shall work with LADWP to take into consideration response time objectives as referenced in Assumption ff.
 3. Create a HP Application Design Document (the "HPADD") that contains the configuration information for the functionality that is in-scope for the project. This will be based on standard functionality, and incorporate the relevant findings from the workshops in Section 1.D.I.a and describe the design elements described in Section 1.D.II.a.1.i-iii.
- b. Conduct up to one (1) conference room pilot ("CRP") to clarify the mutually agreed upon application design.

III. Construction/Configuration Phase (HP) – Oracle shall:

- a. Configure and unit test up to one (1) HP application with up to three (3) plan types that will include the following components:
 - i. Account with up to a total of one hundred (100) members including parent rollups;
 - ii. Entity with up to a total of five hundred-fifty (550) members including parent rollups;
 - iii. Project/Capital with up to two thousand (2,000) items including parents;
 - iv. Position Types/Employees with up to twenty-seven thousand (27,000) members including parents;
 - v. Years with up to twenty (20) members including parents;
 - vi. Scenario will have no more than ten (10) members including parents; and
 - vii. Version will have no more than ten (10) members including parents.
- b. Reports:
 - i. Configure up to sixty (60) simple and forty (40) moderate complexity SmartView or Oracle Financial Reporting reports; and
 - ii. Create up to sixty-five (65) web data entry forms ("WDEF") of simple complexity.
- c. Business rules/Calculations/Allocations
 - i. Configure up to seventeen (17) simple, eight (8) moderate, and twenty (20) complex HP calculations or allocations.
- d. Integrations:
 - i. Create ten (10) to thirteen (13) Flat File data integrations for LADWP's HP application using standard HP functionality to load up to sixty (60) months of actual data and one hundred twenty (120) months of budget data to include the following:
 1. PeopleSoft Human Resource Management System ("HRMS") – Core system for HR functions and employee data. – Inbound and/or outbound
 2. Employee Information System "EIS" – Mainframe-based system that is used for payroll. - Inbound
 3. Responsibility Cost Accounting System ("RCAS") – Mainframe based system that gathers financial data to be interfaced to the general ledger and the main

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system from which management reports are generated. – Inbound and/or outbound

4. Financial Planning Models – Currently the LADWP is using Excel and is in the process of implementing UI Planner tool to develop the pro-forma financial forecast for both Water and Power. Only one of the foregoing will be utilized as a source for data for uploading. – Inbound and/or outbound
 5. Primavera – Water and Power project management tool. – Inbound and/or outbound
 6. Access Database – The Microsoft Access databases are created for the development of labor target, budget reporting, and overhead rates. These databases are created and maintained by the LADWP Budget Office. – Inbound
 7. Budget Reporting System “BRS” – Access database that is used by the LADWP Budget Office and operating organizations for the majority of budgeting functions and reporting. – Inbound
 8. Integrated Budget Information System and IBIS Supplemental (“IBIS/IBSup”) – Mainframe based system that gathers budget estimates, which are based on reports extracted from BRS and input manually into IBIS by the LADWP business units. – Inbound
 9. DSS – Essbase Decision support systems used by LADWP for comparative analysis, cost monitoring, and performance reporting. – Inbound
- e. Task Lists and Security
- i. Create up to two (2) Task Lists.
 - ii. Create and load the security assignments for the anticipated total HP system for up to nine hundred (900) users which includes:
 1. Professional / Contributing Users (Input);
 2. Administrators; and
 3. Standard Users (Viewing Only).
 - f. Conduct up to two (2) CRPs during the Construction/Configuration phase to demonstrate specific mutually agreed upon configured elements.

IV. Transition/Integration Testing Phase: Oracle shall:

- a. Provide up to thirty (30) consecutive business days of system integration testing (“SIT”) for the configured HP data integrations as defined in the HPADD.
- b. Create a document (the “System Integration Test Results Document”) that details the SIT test results, remediation of any identified deficiencies, and agreed upon go forward steps.
- c. Provide up to ten (10) consecutive business days of unit and integration testing for the project functionality as defined in the HPRD and HPADD respectively.
- d. Create a plan (the “Validation Test Strategy Plan”) that defines the testing strategy for the project functionality as defined in the HPADD.
- e. Provide up to ten (10) consecutive business days of assistance to LADWP in documenting LADWP User Acceptance Test cases.
- f. Provide up to ten (10) consecutive business days of assistance to LADWP with LADWP’s user acceptance testing (“UAT”) activities as follows:
 - i. Review LADWP’s UAT test cases.
 - ii. Assist LADWP with LADWP’s UAT.
 - iii. Create a UAT Test Result Document which details the results of the UAT.
- g. Assist LADWP for up to one (1) remediation cycle, presuming all errors are remediated, validated and pass UAT, for a duration of up to ten (10) consecutive business days resulting from the summary in the UAT Results Document in Section 1.D.IV.f.iii.

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- h. Oracle will provide LADWP with performance testing and tuning of LADWP's Oracle Hyperion Planning and Budgeting version 11.1.2.4 utilizing Hewlett-Packard LoadRunner for Hyperion ("LoadRunner"). Services comprise defining and documenting up to ten (10) use cases and load testing requirements, creating up to ten (10) test scripts, executing the LoadRunner tests in one (1) phase, and providing the results and recommendations.
- i. Create a document (the "HP Migration Document") that details the migration process of the HP application configured components between LADWP environments and includes the cut over and cut over support plans which are also included in the HP Cutover Plan described below, and the production migration checklist, which summarizes the process to migrate LADWP's HP application components from the DEV environment to the TEST environment and from the Test environment to the PROD environment.
- j. Create a plan (the "HP Cutover Plan") which summarizes the processes of the transition to production, decommissioning steps and the post-implementation support infrastructure required to support the HP applications in production.
- k. Provide up to five (5) person days to assist LADWP with migration of LADWP's HP application configured components from the DEV environment to the TEST environment, from the TEST environment to the PROD environment, and, from the PROD environment to the DR environment to facilitate Go-Live.
- l. The CutOver Plan will provide detailed instructions and who is responsible for preparation and execution of the HP CutOver. The CutOver Plan shall be executed during Go-Live.

E. Organizational Change Management ("OCM") Services

I.OCM Services:

- 1. Commencing in the Elaboration Phase, and over a duration of up to six (6) consecutive weeks from such commencement Oracle shall create an "Organizational Change Management Facilitation Plan" document ("OCMFP"). The OCMFP will define the organizational change management approach and plan for the project. It includes information from the following activities: Stakeholder Assessment, Leadership Alignment discussions, Change Impact Assessment, Change Strategy and Plan, Communication Plan, End User Support Plan, and Project Team Training Plan and will be created based upon key findings and approaches defined in the following deliverables and activities. Information for these deliverables is collected by Oracle conducting workshops, conducting meetings with key stakeholders, and reviewing key documents, which shall include:
 - a. Stakeholder Assessment– An inventory of all impacted stakeholders.
 - i. Stakeholder groups;
 - ii. Number of stakeholders in each group;
 - iii. Location;
 - iv. Relevant risks associated with the stakeholder group and the project; and
 - v. Recommended change activities for each stakeholder group.
 - b. Change Impact Assessment – Inventory of the business process and technology changes and the impacts they will have on the organization.
 - i. Change impact title and description;
 - ii. Stakeholders impacted;
 - iii. High, medium, low indicator;
 - iv. Change impact source; and
 - v. Recommended change activities for each change impact.

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- c. Leadership Alignment Discussions- Discussions with key leadership stakeholders on the changes being made and identification of risks.
 - i. List of key leadership stakeholders to be interviewed;
 - ii. List of topics to discuss with each leader;
 - iii. List of change-related risks identified from discussions; and
 - iv. List of action items to address identified change risks.
 - d. Change Strategy and Plan - Description of the agreed upon methods to communicate to and engage with the impacted stakeholders and the detailed plan of those activities over the life of the project.
 - i. Change management guiding principles;
 - ii. Change management risks;
 - iii. Change activities to be used on the project;
 - iv. Change management processes;
 - v. Roles and responsibilities; and
 - vi. Detailed schedule and milestones of change management activities.
 - e. Communication Plan - Communication approach and plan for the project.
 - i. Audience;
 - ii. Key messages;
 - iii. Communication channels and methods;
 - iv. Communication processes;
 - v. Roles and responsibilities;
 - vi. Feedback methods and effectiveness measures; and
 - vii. Detailed plan of communication activities over the life of the project.
 - f. End User Support Plan - Approaches to be used to facilitate end user adoption after Go-Live.
 - i. Ongoing communication approach and methods;
 - ii. Ongoing training approach and methods;
 - iii. End user adoption measures and methods;
 - iv. End user support resources and content;
 - v. Roles and responsibilities; and
 - vi. Detailed schedule and milestones.
 - g. Project Team Training Plan - The plan of activities to impart knowledge to LADWP over the life of the project to enable self-sufficiency after transition to production.
 - i. Activity and activity description;
 - ii. Roles and responsibilities (functional and technical); and
 - iii. Activity tracking method.
2. After approval of the OCMFP, establish and facilitate bi-weekly meetings for a period not to exceed seven (7) consecutive months therefrom, of a Change Management Council ("CMC") comprised of the Budget Coordinators from each LADWP functional area. The purpose of such CMC is the following:
- a. Advise the project team of the change management approach; and
 - b. Support change management activities in their respective functional area.
3. Change Management Execution:
- a. Upon establishment of the CMC provide up to five (5) business days per month, for a period not to exceed seven (7) consecutive months therefrom, to facilitate the execution of the OCMFP which shall include the following upon mutual agreement:
 - i. Provide scheduling, content, and facilitation of the bi-weekly CMC meetings;
 - ii. Assist LADWP in researching communication topics with project team members; and

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- iii. Draft communications content.
- b. Manage the review, editing, approval, and publication of communication content through the CMC.
- c. Provide a monthly change management newsletter.
- d. Conduct up to two (2) change readiness surveys. This activity includes:
 - i. Developing the Change Readiness Survey;
 - ii. Analyzing data;
 - iii. Identifying corrective actions; and
 - iv. Facilitating the execution of corrective actions.

F. Training Services

- I. Provide Project Team Training to include:
 - a. “Hyperion Planning Administrator Training”
 - i. Provide up to two (2) Oracle Unlimited Product Learning Subscriptions (“UPLS”) for up to one (1) year, to be utilized at LADWP’s discretion, for completion of technical and application-related training for LADWP’s Hyperion Planning System Administrators. UPLS content is accessed by named users through the cloud, but includes content for Oracle’s on-premise applications and technology. UPLS delivers web-based training for all products licensed by Oracle. Oracle recommends that the core project team review the content for the Hyperion and Essbase Learning Subscription. This includes more than five hundred (500+) videos and more than one hundred (100+) hours of content led by an Oracle instructor with hands-on lab exercise and instructor Q&A. It is suitable for Essbase Administrators, System Administrators, Reports Administrators, Analysts, and Implementation Team Members.
 - b. “Hyperion Planning for Interactive Users Training”
 - i. Deliver onsite up to one (1), three (3) person day custom Oracle University Authorized, “Hyperion Planning for Interactive Users” course for up to sixteen (16) people. This is an instructor led course, delivered onsite, with student guides. Each attendee will have a pre-configured environment to use in the class. This course will be scheduled four (4) weeks prior to the delivery date of this session. LADWP may record the session, but may not use, resell, or provide the recording to any other organization. Topics for this course include:
 - 1. Introduction to Hyperion Planning;
 - 2. Navigating the EPM Workspace;
 - 3. Introduction to Applications and Dimensions;
 - 4. Creating Web Data Entry Forms;
 - 5. Enhancing Web Data Entry Forms;
 - 6. Entering Plan Data in Forms;
 - 7. Annotating and Analyzing Data;
 - 8. Calculating Data with Business Rules;
 - 9. Managing the Approval Process;
 - 10. Creating Task Lists;
 - 11. Working with SmartView; and
 - 12. Working with Financial Reporting.
- II. Provide the following End User Training Services:
 - a. Elaboration / Design - Conduct training analysis and design workshops concurrently with the application design workshops.
 - b. Create a document (the “End User Training Plan”) that establishes an approved training curriculum using the findings from the training analysis and design

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workshops conducted during the Elaboration/Design Phase. The End User Training Plan will include the following information:

- i. Training requirements;
 - ii. General content of training materials;
 - iii. Training methods;
 - iv. Training logistics;
 - v. Training communication approach;
 - vi. Training evaluation approach; and
 - vii. Training environment and resources.
- c. Establish and configure one (1) "Whatfix" application, to be active for up to one (1) year and consisting of up to eight-hundred (800) licenses. Whatfix will be used to record application tasks which will be exported into user manuals, web-based training content, and in-application guided support. Oracle shall provide one (1) two (2) hour classroom training session on how to use Whatfix as well as on-the-job coaching to LADWP Whatfix developers as they develop Whatfix flows during the Construction Phase of the project.
- d. Construction/Configuration Phase: The creation of end user training materials will follow the following end user training curriculum outline topics.
- i. "Introduction to HP":
 1. Delivery method: web-based training;
 2. Duration: two and a half (2.5) hours;
 3. Audience: All;
 4. Topics:
 - a. Introduction to HP;
 - b. Introduction to Predictive Planning;
 - c. Introduction to SmartView;
 - d. Navigating HP;
 - e. Navigating SmartView and Setting Options;
 - f. Managing Data in Forms;
 - g. Analyzing Data with Ad Hoc Analysis Tools;
 - h. Approval Process Overview; and
 - i. Creating User-Defined Elements.
 - ii. "Using HP":
 1. Delivery method: Instructor-led classroom training;
 2. Duration: three (3) hours;
 3. Audience: Budget Coordinators/Contributing Users;
 4. Topics:
 - a. Entering data in HP;
 - b. Annotating and analyzing data;
 - c. Managing Dimensions; and
 - d. Setting Up Scenarios and Versions.
 - iii. "Managing Approvals in HP":
 1. Delivery method: Instructor-led classroom training;
 2. Duration: two (2) hours;
 3. Audience: Managers;
 4. Topics:
 - a. Managing the approval process.
- e. Training Material Development: For up to nineteen (19) consecutive weeks, develop training materials for the proposed curriculum topics detailed above. Training materials will consist of the following:

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- i. For the classroom-based courses:
 - 1. User Manual of step-by-step instructions for between thirty-eight (38) and forty-one (41) procedures that will be used in training. These procedures will be created with Whatfix and deployed as User Manuals, web-based training content, and in-application guided training and support.
 - 2. Instructor-led Training Materials in the form of PowerPoint presentations for course overviews, concepts, business process descriptions, and policies.
 - 3. Job Aids for up to four (4) business process tasks or application transactions. Created using Microsoft Word or PowerPoint.
 - 4. In addition to the requested training materials, up to twenty (20) exercises will be created based on the environment that is to be used for end user training. Exercises include quizzes and/or hands-on practice.
- ii. For the web-based training/online learning course:
 - 1. Recordings of between thirty-five (35) and thirty-nine (39) procedures using Whatfix. These procedures may be also be deployed as in-application guided training and support.
 - 2. Asynchronous e-learning content with basic interactivity.
 - 3. Transaction recordings where possible.
 - 4. Basic interactive exercises and/or quizzes.
- f. Transition / Testing:
 - i. End User Training - Provide a two (2) business day Train-the-Trainer ("TTT") course for up to twelve (12) LADWP trainers. TTT is conducted using instructor-led classroom training. The TTT course provides LADWP trainers with the facilitation skills needed to deliver training and the opportunity to practice delivering training. The LADWP trainers may learn the course content by reviewing the training content and participating in project testing activities. Oracle recommends LADWP trainers be subject matter experts assigned to the project team.
 - ii. Provide one (1) trainer for up to two (2) consecutive business weeks of end user training assistance to include:
 - 1. Deliver up to one (1) week of end user training with LADWP trainers providing assistance. This will occur during the first business week of end user training.
 - 2. Deliver up to one (1) week of end user training via co-delivery with LADWP trainers. This will occur during the second week of end user training.

G. Roll Out and post Go-Live Services

- I. Commencing upon the initiation of production use by LADWP Oracle shall:
 - a. Provide LADWP with up to forty (40) consecutive business days of post-production HP application and documentation support to include:
 - i. Edits to Oracle documentation to LADWP.
 - ii. Assistance to LADWP's resources to monitor and address issues.
 - iii. Provision guidance to LADWP's functional support resources.
 - iv. Issue reviews with the LADWP's team
 - b. Provide LADWP with up to eighty (80) person days of technical application support over ten (10) consecutive months beginning after the completion of the post production support in section 1.G.I.a to assist LADWP with issues that arise during operation that are not related to the items covered under technical support for Programs purchased by LADWP under any other Part of this SOW or any Task Order under the Agreement.

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- c. Create a “Post Production Assistance Report” that summarizes the activities performed in Section 1.G.I.a .
- d. Create a report (the “Closure Report”) that summarizes and reviews the Services including items in this Section 1.G.
- e. Provide LADWP with up to twenty (20) consecutive business days of ongoing End User Adoption assistance, which include:
 - i. Communication, such as newsletters, emails;
 - ii. Updating training materials;
 - iii. Delivery of end user training;
 - iv. Creating, conducting, and compiling data for an End User Adoption Survey. An End User Adoption Survey obtains feedback from end users on their initial user of the application since Go-Live.
 - v. Creation of a Training Delivery Report that provides the names and number of persons trained, training dates, and evaluation results regarding effectiveness of training (as defined in the End User Training Plan). This includes attendance from classroom training sessions and completion reports for web-based training courses; and
 - vi. Development of a Post-Go Live Change and Training Strategy that defines the approaches, process, and roles and responsibilities for conducting organizational change management and end user training after Go-Live.

H. Deliverables

1. Services performed by Oracle under this SOW shall be for the purpose of providing the following deliverables, with each deliverable (subject to any changes made to account for unique aspects of performance of the project), to be in substantially the format outlined in the Table of Contents for such deliverable provided to LADWP prior to the date of this SOW:

Deliverable No.	Deliverable Name	Deliverable Description	Estimated Number of Pages	Electronic Format
PM1	Monthly Project Status Report M1	The Monthly Project Status Report for month one (1) in Microsoft Word as described in Section 1.B.3.c.	Up to 10	MS Word
PM2	Monthly Project Status Report M2	The Monthly Project Status Report for month two (2) in Microsoft Word as described in Section 1.B.3.c.	Up to 10	MS Word
1	Project Management Plan (PMP)	The Project Management Plan (PMP) in Microsoft Word as described in Section 1.B.1. This document details the core OUM project management processes including Scope Management, Work Management, Risk Management, Issues Management, Problems Management, Staff Management, Communications Management,	Up to 60	MS Word

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		Quality Management, and Organizational Change Management and Training.		
2	Project Work Plan and schedule (PWP")	The Project Work Plan in Microsoft Project as described in Section 1.B.2. Document with a high-level project plan. The high-level project plan identifies the core activities, tasks, the start and estimated completion time for each task, dependencies and resources, focusing on the key activities/tasks of the inception phase and documents subsequent phases at a summary level.	Up to 30	MS Project
3	HP Requirements Document	The HP Requirements document in Microsoft Word as described in Section 1.D.I.a.vi. This document contains LADWP's business requirements that are in-scope for the project and consolidates the mutually agreed requirements from standard functionality and the findings from the requirements analysis workshops into a single document.	Up to 100	MS Word
4	HP Application Design Document	The HP Application Design Document in Microsoft Word as described in Section 1.D.II.a.3. Document that contains the configuration information for the functionality that is in-scope for the project.	Up to 100	MS Word
5	Organizational Change Management Facilitation Plan ("OCMFP")	The OCMFP in Microsoft Word as described in Section 1.E.I.1. This document defines the organizational change management approach and plan for the project; it includes information from the following activities: Stakeholder Assessment, Leadership Alignment discussions, Change Impact Assessment, Change Strategy and Plan, Communication Plan, End User Support Plan, and Project Team	Up to 120	MS Word

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		Training Plan.		
6	Detailed Technical Design Document	The Detailed Technical Design Document in Microsoft Word as described in Section 1.C.III.d. Document that details the final HP server configurations within LADWP's DEV, TEST, PROD and DR environments for the installation of Oracle Hyperion Planning 11.1.2.4 software.	Up to 20	MS Word
7	Validation Test Strategy Plan	The Validation Test Strategy Plan in Microsoft Word as described in Section 1.D.IV.d. Document that defines the testing strategy for the project functionality as defined in the HPADD.	Up to 40	MS Word
8	Technical Installation Process Report	The Technical Installation Process Report in Adobe .pdf as described in Section 1.C.III.b. Document that describes the installation process of HP on LADWP environments and provide procedures for backup and recovery.	Up to 40	Adobe
9	System Integration Test Results (SIT)	The SIT document in Microsoft Word as described in Section 1.D.IV.b. Document that details the SIT test results, remediation of any identified deficiencies, and agreed upon go forward steps.	Up to 40	MS Word
10	User Acceptance Test Result Document	The User Acceptance Test Result Document in Microsoft Word as described in Section 1.D.IV.f.iii. Document that summarizes the User Acceptance Test results of the in-scope processes. The report will show the key scenarios tested, the detailed steps to perform those tests, and the results of those tests.	Up to 40	MS Word
11	HP Migration Document	The HP Migration Document in Microsoft Word as described in Section 1.D.IV.i. Document that details the migration process of the HP application configured components between LADWP environments and includes the cut	Up to 40	MS Word

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		over and cut over support plans as well as the production migration checklist.		
12	End User Training Plan	The End User Training Plan in Microsoft Word as described in Section 1.F.II.b. Document that includes: Training requirements, General content of training materials, Training methods, Training logistics, Training communication approach, Training evaluation approach, and Training environment and resources.	Up to 70	MS Word
13	Training Delivery Report	The Training Delivery Report in Microsoft Word as described in Section 1.G.I.e.v. Document that provides the names and number of persons trained, training dates, and evaluation results.	Up to 20	MS Word
14	Post Production Assistance Report	The Post Production Assistance Report in Microsoft Word as described in Section 1.G.1.c. Document that summarizes the activities performed during post-production.	Up to 40	MS Word
15	Weekly Project Status Reports	The weekly Project Status Reports in Microsoft Word as described in Section 1.B.3.b. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	Up to 10	MS Word and/or MS Excel
16	Monthly Project Status Reports	The Monthly Project Status Reports in Microsoft Word as described in Section 1.B.3.c. to include current tasks and progress, problems, concerns, open issues, upcoming tasks and activities, risk assessment progress and resolution plans, status, and responsibilities. This is a deliverable that is included, but not part of the payment schedule or the acceptance process with the exception of months one (1) and two (2).	Up to 10	MS Word and/or MS Excel
17	Installation Check-list Report	Document that includes the results of the connection tests as described in Section 1.C.III.c. This	Up to 20	MS Word

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		is a deliverable that is included, but not part of the payment schedule or the acceptance process.		
18	Engagement Summary Report	The Engagement Summary Report in Microsoft Word as described in Section 1.B.3.e. This document will summarize key findings, activities performed, recommendations, and next steps at the end of the project. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	Up to 40	MS Word
19	HP Cutover Plan	HP Cutover Plan in Microsoft Excel as described in Section 1.D.IV.j. Document that identifies key cutover activities and tasks required for the move to production. This document will identify key dependencies and responsibilities for both LADWP and Oracle.	Up to 30	MS Word
20	End User Training Manual	End User Training manual in section 1.F.II.e is a deliverable that is included, but not part of the payment schedule.	Varies by course	MS Word
21	Closure Report	Deliverable that is included, but not part of the payment schedule or the acceptance process. This document summarizes and reviews the Services performed in 1.B through 1.G.	Up to 40	MS Word

2. Assumptions and LADWP Obligations

LADWP acknowledges that Oracle's ability to perform the Services depends upon LADWP's fulfillment of the following obligations and the following assumptions:

A. LADWP Obligations

i. LADWP will:

- a. Identify, schedule, and facilitate the necessary requirements gathering, analysis, design, and implementation planning sessions with LADWP business user representatives and project team members according to the project schedule.
- b. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as required by Oracle to support the performance of Services.

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- c. Provide the necessary, appropriate data, (e.g. test data, configuration data, etc.) required by Oracle to support the performance of Services.
- d. Perform any and all back up and emergency recovery procedures provided by Oracle.
- e. Acknowledge that Oracle resources will not typically perform Services on holidays recognized by Oracle or on weekends. However, with LADWP permission, Oracle resources may choose to perform Services on such holidays and/or weekends.
- f. Ensure that LADWP staff is available as required to support LADWP obligations as listed herein and in Appendix A (RACI) and the PWP. Appendix C attached hereto provides a table with estimated LADWP resource requirements. These estimates are intended only to be for LADWP budgeting and LADWP and Oracle's resource scheduling purposes.
- g. Ensure that Services will not be adversely impacted by other projects or initiatives currently underway at LADWP facilities. Oracle is not responsible for adverse impact to Services arising from other concurrently scheduled projects or initiatives.
- h. Be responsible for any and all deficiencies or delays, to the extent it is under LADWP's control, that are attributable to LADWP resources and/or LADWP third-party resources, and any resulting impact to the estimated timeline, work effort, and associated fees for Services.
- i. Ensure that LADWP Budget Office is committed to the establishment of global business process design standards and will provide the communication to, and management of, LADWP's organization that is necessary to ensure compliance with such standards. Provide training and adequate licenses for two (2) OCS resources to utilize IBM Rational Requirements Traceability tool.
- j. Provide Oracle with work facilities and access to the LADWP intranet. LADWP will provide standard laptops, without administrative rights. The laptops will have the following software: Microsoft Office, Microsoft Project, Microsoft Visio, Adobe Reader, Mozilla Firefox, WebEx, Cisco AnyConnect, and a file storage location for file share. LADWP will make all reasonable efforts to provide Google Chrome and WinZip or a similar compression utility.
- k. Obtain Cloud Subscription for Infrastructure as a Service prior to the commencement of Services under this SOW and maintain such Cloud Services for the duration of the Services provided under this SOW.
- l. Obtain licenses under Part B of the Statement of Work or under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- m. Review the technical design architecture and implementation approach and participate in all aspects of the project associated with such architecture and approach.
- n. Provide a backup of each environment on a schedule agreed to by LADWP and Oracle based on procedures provided by Oracle.
- o. LADWP will make all reasonable efforts to provide database, system, and network administration required by Oracle to support the performance of Services based on detailed requirements and procedures from Oracle and within LADWP security standards, as disclosed to Oracle prior to the date of this SOW.
- p. Provide input to OCS to define, plan and conduct a production cutover strategy and related tasks, including, but not limited to, the production transition/migration tasks, production data load, and production cutover that meet timelines required to support the Services.
- q. Perform user acceptance testing, including, but not limited to:
 - 1. Outlining all necessary testing strategies, and establishing the test conditions in conformance with the Validation Test Plan.

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2. Executing test scripts/scenarios according to the documented test plan.
 3. Review of test results.
- r. Be responsible for the establishment and maintenance of an end-user training environment. To the extent possible, the configuration of the end-user training environment should match the configuration of the production environment.
 - s. Prior to the commencement of the Services, ensure that LADWP's project team members are trained on the Oracle products relevant to the Services (which training will be provided by Oracle as specified under 1.F.I.b).
 - t. Be responsible for assessing and validating any audit and control requirements.
 - u. As required by U.S. Department of Labor regulations (20 CFR 655.734), LADWP will allow Oracle to post a Notice regarding Oracle H1-B employee(s) at the work site prior to the employee's arrival on site
 - v. Collaboratively provide active end-user involvement for the set-up of LADWP applications, conference room pilots ("CRPs") and user acceptance testing ("UAT") environments for SmartView.
 - w. Perform any and all data conversion activities, including, but not limited to, data cleansing, reconciliation, validation and quality control based on guidance from Oracle.
 - x. Provide all necessary data and interface files to be loaded into the Oracle applications and/or databases. Such data and interface files shall be in an American Standard Code for Information Interchange ("ASCII") format, or within Oracle database staging tables.
 - y. Provide documentation which clearly details the calculation logic used to create business rules.
 - z. Provide one (1) LADWP infrastructure resource to assist Oracle resource(s) in the installation and configuration of the HP 11.1.2.4 EPM modules on LADWP hardware in up to four (4) environments including development ("DEV"), test ("TEST" – repurposed to Training at the completion of testing), production ("PROD") and disaster recovery ("DR") environments.
 - aa. Provide any notices, and obtain any consents from third parties, if required for Oracle to perform Services.
 - bb. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
 - cc. Provide the following LADWP resource participation, on which implementation efforts are dependent, in the project:
 1. Project Manager;
 2. One (1) full time financial analyst subject matter expert ("SME") (Budgeting and Planning expert);
 3. One (1) part time Reporting lead;
 4. One (1) part time Infrastructure SME;
 5. One (1) full time Hyperion System Administrator with BRS experience;
 6. Data Integration Lead – Knowledgeable of all current data and integration needs;
 7. One (1) Training Lead – Share responsibility for the completion of the training content. This individual will also be responsible for all training deployment activities, including but not limited to:
 - i. Creating and communicating the training schedule;
 - ii. Mapping end users to courses;
 - iii. Reserving training facilities;
 - iv. Sending training invitations;
 - v. Gathering and analyzing training feedback; and

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- vi. The coordination and uploading of the content to the LADWP Learning Management System or a shared online location.
 - dd. Change Management and Training activities and deliverables will require participation and support from LADWP project team members as well as other stakeholders outside of the project team, such as but not limited to, LADWP Budget Coordinators from each functional area.
 - ee. Be responsible for all subscriptions for the “Whatfix” application after the initial year of the “Whatfix” application, provided LADWP authorizes the use and determines to use “Whatfix” after the first year.
 - ff. Input, maintain and interface with LADWPs third party systems.
 - gg. Identify end users to be trained, scheduling rooms, equipment, sessions, and end users, set up a learning management system, print production, and provide reports on training attendance and completion for end-user training. Provide LADWP subject matter experts who will be responsible for validating the content within the training materials received during the training workshops to ensure their accuracy, such LADWP subject matter experts will work with Oracle to provide business process information and will be responsible to review and approve all course materials.
 - hh. Should LADWP decide to do load testing during this implementation, Oracle requires that LADWP purchase and install LoadRunner or a similar load testing software.
 - ii. Activate the “Whatfix” subscription by agreeing to the manufacturer’s terms and conditions of use.
- ii. Assumptions
- a. A person day is defined as one (1) resource working up to eight (8) hours (“person day”).
 - b. The estimated timeline, work effort, and fees assumes use of the standard functionality that is part of the HP and reports that are delivered with HP11.1.2.4 Hyperion. Standard functionality is the functionality defined as standard in applicable standard Oracle software documentation without any customizations or extensions. Any desired customizations or extensions that may be identified during the project, including, but not limited to, new or changed forms, reports, workflows, or alerts, are outside of the scope of Services. The underlying assumption is that functionality described in in the Functional & Technical Matrix (Appendix 1 of Part B) and based on the results of LADWP’s requirements workshops will be discussed and prioritized in requirements and design.
 - c. Oracle’s standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
 - 1. Documents created in draft version format will be formatted in MS Word 2010 version or later.
 - 2. Documents in final version format as deliverables will be presented in .pdf format.
 - 3. The Project Plan will be formatted in MS Project 2010 version or later.
 - 4. Documents such as Traceability Matrix will be formatted in MS Excel 2010 version or later.
 - 5. Documents utilizing MS Visio will be formatted in MS Visio 2010 version or later.
 - d. In order to make a change to the scope of Services, LADWP shall submit a written request to Oracle specifying the proposed changes in detail using the Appendix B form “Change Request”. After receipt of a Change Request, Oracle shall submit to LADWP a Change Request form completed with an estimate of the effort, fees, and

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anticipated changes in the delivery schedule that may result from the Change Request. All LADWP approved Change Requests are subject to the Change Control Process set out at Section 6 below.

- e. At Oracle's discretion, the services may be performed at LADWP's facilities located in Los Angeles, CA and / or remotely from Oracle locations. However, it is anticipated that thirty percent (30%) of the services shall be performed off site. Any off site or remote services shall be performed within the continental U.S.
- f. LADWP and Oracle expect the Services to commence on or about June 2019. Delays in project commencement that have an impact on the schedule or performance of Services will be subject to Oracle's Change Control Process stated herein.
- g. Anything not expressly listed in the description of Services / scope is out of scope and not included or priced into the Services to be performed.
- h. Any issues that affect Oracle's performance of the Services that LADWP is not able to promptly resolve within five (5) business days shall be discussed between the Oracle project manager and the LADWP project manager. Any such issues may result in a Change Order.
- i. No software customizations are included in the scope of the Services.
- j. At Oracle's discretion, Oracle may assist LADWP with modification of functionality during the specified post production support and technical application support periods. However, any such assistance will only be provided during the specified post production support and technical application support periods and will cease once such technical application support period ends, regardless of whether any particular task(s) with which Oracle is providing assistance is complete.
- k. Data provided by LADWP will be accessible in flat file format, and LADWP will make reasonable efforts to meet accepted Project Work Plan (PWP) schedule for collection and formatting of data so as not to delay the project.
- l. The requirements/inception and design/elaboration documents signed off during the detailed design/elaboration phase will be used as the basis for all build work.
- m. A simple report takes up to four (4) hours to create. A medium complex report takes up to one (1) person day to create. A complex report takes up to two (2) person days to create.
- n. Complex WDEFs are defined as any form requiring one (1) person day to build two (2) forms. Moderate forms are defined as any forms requiring one (1) person day to build six (6) forms. Simple forms are as any forms requiring one (1) person day to build ten (10) forms.
- o. The reporting currency will be the United States Dollar (USD).
- p. All project documentation will be prepared in US English only.
- q. LADWP will agree to required absences of Oracle resources to attend one (1) week of training per quarter to maintain and enhance their skills as well as designated staff meetings (typically four days per year). Oracle resources are also entitled to two (2) or three (3) weeks of vacation per year. Oracle and LADWP's project manager will work together to minimize project conflicts.
- r. LADWP will make all reasonable efforts to provide metadata and numeric data at the required level of detail and will be moved via flat files or to a staging table with the format specified by Oracle.
- s. Business Rule complexity is defined as the following: Business rule complexity definitions relate to the number of steps that make up each business rule: simple - four (4) steps or less, moderate - five (5) to eight (8) steps, complex - nine (9) to twelve (12) steps, and very complex - thirteen (13) to sixteen (16) steps.
- t. The Oracle® Unified Method (OUM) will be used to manage and deliver Services under this SOW.

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- u. Production installation will incorporate a high availability architecture.
- v. Web-based training development does not include voice over, animation, or videos.
- w. The data contained within the IBM Rational Requirements Traceability tool will not take precedence over the data contained within the OUM traceability tool in the event of any data conflict.
- x. LADWP will make all reasonable efforts to utilize Oracle templates for the design, build and testing of meta data/numeric data extraction and conversion programs from the various source systems.
- y. If available, Oracle shall connect to the load balancers provided and configured by LADWP. In the event of availability, Oracle activities would include setting up the Hyperion configuration to use LADWP's load balancers and validating the connection.
- z. LADWP has the option to run vulnerability scans upon installation and before testing and request any mandatory security patches be applied. Oracle would be responsible for working with LADWP to reasonably remediate security issues found through the vulnerability scans. This option is not a waiver or limitation of the Acceptable Use Policy for Cloud Services described in the Agreement, and any such scan must be done in compliance with the terms of the Acceptable Use Policy.
- aa. As part of Onboarding, Oracle personnel assigned to the Project will take LADWP's mandatory online cybersecurity and safety trainings.-Such required trainings will not require more than five (5) hours of any employee's time, will not require any Oracle employee to violate Oracle's policies or Oracle's Code of Ethics and Business Conduct, and will not require Oracle employees to sign any document or agreement with LADWP.
- bb. At Oracle's discretion, Oracle may assist you with your review of third party technology that may interact with the Oracle technology that is the subject of the services, provided, however, that you acknowledge and agree that (i) you must acquire any appropriate license rights necessary for Oracle to provide such assistance on your behalf, (ii) you will independently obtain and review the product and other documentation published by the third party technology provider, (iii) Oracle has no specific knowledge about, expertise in, or experience with third party technology, and (iv) notwithstanding any statement or interpretation to the contrary, **ANY SUCH ASSISTANCE PROVIDED BY ORACLE IS PROVIDED WITHOUT WARRANTY OF ANY KIND.**
- cc. Oracle shall assist LADWP with In Memory options and Data Guard.
- dd. For any Oracle employee that performs Services on-site at LADWP's premises or has VPN access to LADWP's system, Oracle will provide, upon LADWP's request, written confirmation that a background check has been completed for the employee and that the employee is not disqualified from providing Services. Oracle will follow its standard background check policy and provide LADWP with attestation. Any additional background checks will be at the expense of LADWP. Written confirmation provided for Oracle employees pursuant to this subsection dd will be in the form attached hereto as Appendix H.
- ee. For any Subconsultant resource that performs Services on-site at LADWP or has VPN access to LADWP's system, Oracle will require the Subconsultant to provide, upon LADWP's request, written confirmation that a background check has been completed for the Subconsultant resource and that the Subconsultant resource is not disqualified from providing services. Written confirmation provided for Oracle Subconsultant resources pursuant to this subsection ee will be in the form attached hereto as Appendix H.

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- ff. Establish production/post-production support procedures for infrastructure, including, but not limited to, the infrastructure required to report issues and defects, and to fix, test, migrate and promote the resolution of such issues and defects (all the required procedures will be provided by Oracle).
- gg. Oracle shall use reasonable efforts to take into account the LADWP response time objectives set forth below during creation of the HPADD:
 - Inquiry: < 3 seconds
 - Update: < 5 seconds
 - Report: 3 to 10 seconds, depending on report complexity

However, LADWP acknowledges and agrees that there are many variables, including but not limited to the application, database, network, and application server configuration, intranet performance, and method of the BSR deployment across servers, that can influence response times, and that achieving such response times may not be technically feasible. . Response time objectives will not be used as a criterion for determining deficiencies in UAT.
- hh. Oracle will assist LADWP in aligning HP budget elements with LADWP's current and documented enterprise fund accounting.

iii. Testing Assumptions

- a. UAT will be performed in the Test environment.
- b. LADWP and Oracle will agree on SIT and UAT use cases during the Transition/Integration Testing Phase.
- c. All UAT Test scripts, based on functional requirements in the approved HP Requirements document, will be made available before the beginning of UAT.
- d. During testing, defects will be recorded and classified according to the following table and the procedures specified under the table:

TABLE 4: TEST CATEGORIES

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

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- e. Both LADWP and Oracle may record and classify defects according to the levels in the above table. In the event of a disagreement about the classification level of a defect, the issue will be escalated to Project executives.
- f. LADWP's project manager and the Oracle project manager will review recorded defect levels during testing and, upon mutual agreement, may change the level of any defect.
 - 1. Completion of user acceptance testing occurs when identified and mutually agreed Sev1 and Sev2 defects related to items tested during such testing have been resolved by Oracle as of the date the final items are made available to LADWP.
- g. Readiness for production use is achieved upon completion of UAT.

LADWP acknowledges that if Oracle's cost of providing Services is increased because of LADWP's failure to meet the obligations listed in this SOW, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then LADWP agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

3 Acceptance of Deliverables

Upon completion of any deliverable set forth in Section 1.H, Oracle shall provide a copy thereof to LADWP. At such time, if LADWP requests, Oracle shall demonstrate to LADWP that the deliverable conforms to the description specified for such deliverable in Section 1.H of this SOW. LADWP will be responsible for any additional review or testing of such deliverable in accordance with any mutually agreed testing criteria that may be included in the PMP or other testing-related deliverable. If the deliverable does not conform with the description for such deliverable specified in Section 1.H of this SOW or mutually agreed testing criteria where applicable then, except as below, LADWP shall have an acceptance period of five (5) business days after Oracle's submission of the deliverable to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use commercially reasonable efforts to promptly cure any such deficiencies. In the case of the PMP, HPRD, HPADD, OCMFP, End User Training Plan, and Validation Test Strategy Plan, LADWP shall have an acceptance period of ten (10) business days after Oracle's submission of such deliverables to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use commercially reasonable efforts to cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for LADWP's review or testing as set forth above. Upon accepting any deliverable submitted by Oracle, LADWP shall provide Oracle with written acceptance of such deliverable. If LADWP fails to provide written notice of any deficiencies within the applicable acceptance period specified above, as provided above, such deliverable shall be deemed accepted at the end of the applicable acceptance period.

4 Fixed Fee

LADWP agrees to pay Oracle a fee of two million two hundred thousand dollars (\$2,200,000.00) for Services and Deliverables described in this SOW. This fee includes

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travel and out of pocket expenses. Once a Deliverable is accepted or deemed to be accepted by LADWP, in accordance with Section 3 (Acceptance of Deliverables), the corresponding Fee specified below becomes due and payable and Oracle shall thereafter invoice, and LADWP shall pay, such Fee; this payment obligation shall become non-cancellable and the sum paid non-refundable on LADWP's acceptance date. Fees identified below are net of the retention contemplated by Section 4.4 of the Agreement. Such retention shall be due and payable upon the completion of the post-production support, two (2) months after Go-Live.

Deliverable No.	Deliverable Name	Deliverable Description	LA DWP Deliverable Map*	Amount (Representing 90% of total for all but final Retention Payment)
PM1	Monthly Project Status Report M1	The Monthly Project Status Report for month one (1) in Microsoft Word as described in Section 1.B.3.c.	1.2.1 Project Progress Support Services 1.2.2 BSR Project Updates 1.2.3 Weekly and Monthly Project Status (Dashboard) Reports	\$47,520.00
PM2	Monthly Project Status Report M2	The Monthly Project Status Report for month two (2) in Microsoft Word as described in Section 1.B.3.c.	1.2.1 Project Progress Support Services 1.2.2 BSR Project Updates 1.2.3 Weekly and Monthly Project Status (Dashboard) Reports	\$47,520.00

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1	Project Management Plan (PMP)	The Project Management Plan (PMP) in Microsoft Word as described in Section 1.B.1. This document details the core OUM project management processes including Scope Management, Work Management, Risk Management, Issues Management, Problems Management, Staff Management, Communications Management, Quality Management, and Organizational Change Management and Training.	1.1.1 Project Management Plan 2.1 Project Initiation Services and Support Documentation 3.1 System Planning Services and System Integration Implementation Master Work Plan 6.3 Configuration Management Plan	\$55,440.00
2	Project Work Plan and schedule ("PWP")	The Project Work Plan in Microsoft Project as described in Section 1.B.2. Document with a high-level project plan. The high-level project plan identifies the core activities, tasks, the start and estimated completion time for each task, dependencies and resources, focusing on the key activities/tasks of the inception phase and documents subsequent phases at a summary level.	1.1.2 Project Plan 3.1 System Planning Services and System Integration Implementation Master Work Plan 10.1 Change Management Facilitation Plan	\$83,160.00
3	HP Requirements Document	The HP Requirements document in Microsoft Word as described in Section 1.D.I.a.vi.	LA DWP's definition of a 4.1 High Level Design Document and 4.2 Detailed	\$118,800.00

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		This document contains LADWP's business requirements that are in-scope for the project and consolidates the mutually agreed requirements from standard functionality and the findings from the requirements analysis workshops into a single document.	Design Document.	
4	HP Application Design Document	The HP Application Design Document in Microsoft Word as described in Section 1.D.II.a.3. Document that contains the configuration information for the functionality that is in-scope for the project.	4.1 High Level Design Document 4.2 Detailed Design Document 4.3 Data Conversion Plan 6.1 Configuration and Development Services 6.2 Code Review Results (as needed) 9.4 Procedure Manual 9.5 Operations Manual 11.3 Operations and Maintenance Plan 11.4 Working System and detailed documentation of the final working system 12.1 Final Updated Design Document	\$201,960.00
5	Organizational Change Management Facilitation Plan ("OCMFP")	The OCMFP in Microsoft Word as described in Section 1.E.I.1. This document defines the organizational change management approach and plan for the project; it	10 Change Management Facilitation Plan	\$168,300.00

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		includes information from the following activities: Stakeholder Assessment, Leadership Alignment discussions, Change Impact Assessment, Change Strategy and Plan, Communication Plan, End User Support Plan, and Project Team Training Plan.		
6	Detail Technical Design Document	The Detailed Technical Design Document in Microsoft Word as described in Section 1.C.III.d. Document that details the final HP server configurations within LADWP's DEV, TEST, PROD and DR environments for the installation of Oracle Hyperion Planning 11.1.2.4 software.	3.1 System Planning Services and System Integration Implementation Master Work Plan	\$79,200.00
7	Validation Test Strategy Plan	The Validation Test Strategy Plan in Microsoft Word as described in Section 1.D.IV.d. Document that defines the testing strategy for the project functionality as defined in the HPADD.	8.0 System Testing Services (including Integration Testing Plan and Support, Support User Acceptance Testing (UAT), and Performance and Response Time Criteria) 8.1 Test Management Plan	\$164,340.00

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8	Technical Installation Process Report	The Technical Installation Process Report in Adobe .pdf as described in Section 1.C.III.b. Document that describes the installation process of HP on LADWP environments and provide procedures for backup and recovery.	5. Installation of Server and System Components for Development, Test, Disaster Recovery, and Production Environments	\$59,400.00
9	System Integration Test Results (SIT)	The SIT document in Microsoft Excel as described in Section 1.D.IV.b. Document that details the SIT test results, remediation of any identified deficiencies, and agreed upon go forward steps.	8.2 System Integration Test and Results	\$162,360.00
10	User Acceptance Test Result Document	The User Acceptance Test Result Document in Microsoft Word as described in Section 1.D.IV.f.iii. Document that summarizes the User Acceptance Test results of the in-scope processes. The report will show the key scenarios tested, the detailed steps to perform those tests, and the results of those tests.	8.3 User Acceptance Test and Results	\$257,400.00

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11	HP Migration Document	The HP Migration Document in Microsoft Word as described in Section 1.D.IV.i. Document that details the migration process of the HP application configured components between LADWP environments and includes the cut over and cut over support plans as well as the production migration checklist.	3.1 System Planning Services and System Integration Implementation Master Work Plan 11.1 Operational Readiness and Report 11.2 Provide Services in the Cut-over Support Plan 3.1 and Post Go-Live	\$198,000.00
12	End User Training Plan	The End User Training Plan in Microsoft Word as described in Section 1.F.II.b. Document that includes: Training requirements, General content of training materials, Training methods, Training logistics, Training communication approach, Training evaluation approach, and Training environment and resources.	9.1 End User Training Plan 9.2 Training Materials (User and Training Manuals, Job Aids, etc.)	\$99,000.00
13	Training Delivery Report	The Training Delivery Report in Microsoft Word as described in Section 1.G.I.e.v. Document that provides the names and number of persons trained, training dates, and evaluation results.	9.3 Training and Delivery Reports	\$108,900.00

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14	Post-Production Assistance Report	The Post Production Assistance Report in Microsoft Word as described in Section 1.G.1.c. Document that summarizes the activities performed during post-production.	11.1 Operational Readiness and Report 11.2 Provide Services in the Cut-over Support Plan (3.2.5) and Post Go-Live	\$29,700.00
15	Weekly Project Status Reports	The weekly Project Status Reports in Microsoft Word as described in Section 1.B.3.b to include current tasks and progress, problems, concerns, open issues, upcoming tasks and activities, risk assessment progress and resolution plans, status, and responsibilities. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.	1.2.1 Project Progress Support Services 1.2.2 BSR Project Updates 1.2.3 Weekly and Monthly Project Status (Dashboard) Reports	\$0.00
16	Monthly Project Status Reports	The Monthly Project Status Reports in Microsoft Word as described in Section 1.B.3.c. This is a deliverable that is included, but not part of the payment schedule or the acceptance process with the exception of months one (1) and two (2)	1.2.1 Project Progress Support Services 1.2.2 BSR Project Updates 1.2.3 Weekly and Monthly Project Status (Dashboard) Reports	\$0.00

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17	Installation Check-List Report	Document that includes the results of the connection tests as described in Section 1.C.III.c. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.		\$0.00
18	Engagement Summary Report	The Engagement Summary Report in Microsoft Word as described in Section 1.B.3.e. This document will summarize key findings, activities performed, recommendations, and next steps at the end of the project. This is a deliverable that is included, but not part of the payment schedule or the acceptance process.		\$0.00
19	HP Cutover Plan	HP Cutover Plan in Microsoft Excel as described in Section 1.D.IV.j. Document that identifies key cutover activities and tasks required for the move to production. This document will identify key dependencies and responsibilities for both LADWP and Oracle.		\$99,000.00
20	End User Training Manual	End User Training manual in section 1.F.II.e is a deliverable that is included, but not part of the payment schedule.	9.2 Training Materials (User and Training Manuals, Job Aids, etc.)	\$0.00

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21	Closure Report	Deliverable that is included, but not part of the payment schedule or the acceptance process. This document summarizes and reviews the Services performed in 1.B through 1.G.	12.2 Post Project Review	\$0.00
22	Retention Payment	Due and payable upon completion of the post-production support two (2) months after Go-Live.		\$220,000.00
			Total	\$2,200,000.00

*This LADWP Deliverable Map column is included solely for LADWP's reference and neither the column nor its contents modify or create any contractual obligation between the parties. Each contractual deliverable under this SOW corresponds to, or is provided in lieu of, the deliverable(s) referenced in LADWP's RFP that are listed in the same row as this column. The Agreement and the SOW (with the exclusion of this column) establish the obligations of the parties with respect to the deliverables under this SOW.

5. VPN Access

LADWP agrees that Oracle may access LADWP systems using the LADWP VPN at minimum between the hours of 7 am PST and 7 pm PST Monday through Friday with an anticipated utilization of approximately thirty percent (30%) of the project time. LA. LADWP is responsible for ensuring that (i) LADWP's network and systems comply with specifications that Oracle and LADWP agrees, (ii) all components of LADWP's Oracle software environment are accessible through the LADWP VPN, and (iii) the VPN is installed by LADWP in a timely manner for Oracle to perform the Services. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

6. Change Control Process

Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of this SOW. Oracle shall not be obligated to perform tasks related to any such changes until LADWP and Oracle agree in an Amendment, Task Order, or Administrative Change. Time and Materials Change Orders are subject to the Time and Materials rates under Exhibit C of the Agreement.

Statement of Work**7. Project Management.**

LADWP and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this SOW. LADWP and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. LADWP's project manager shall have the authority to approve services on LADWP's behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of the Oracle resources.

8. Compliance with Physical Security and Safety Procedures.

Oracle agrees to comply with LADWP's reasonable physical security and safety, policies and procedures ("procedures") while performing services at LADWP's site, provided that such procedures do not violate any state, local, or federal laws (including privacy laws); that such procedures are expressly applicable to Oracle's provision of services at the site at which Oracle is performing services under this Statement of work; that LADWP make available such procedures to each Oracle resource performing services at LADWP's site prior to commencement of such services; that such procedures do not require drug screening or background checks other than as expressly agreed to by LADWP and Oracle in this Statement of work, that such procedures are not part of and do not modify or amend the terms and conditions of the agreement or this Statement of work, and that LADWP provide Oracle with any training regarding the procedures as reasonably requested by Oracle.

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Appendix A - RACI

R - Responsible	This group is responsible to drive the completion of tasks and deliverables. This group is responsible for collaboration, communication and follow-up with other groups to get the tasks and deliverables completed. They own the task/issue.
A - Accountable	This group is to whom "R" is ultimately accountable for correct and thorough completion of tasks and deliverables, who must sign off (Approve) on the work before it is effective.
C - Contribute	This group is to be Consulted - or has information and/or capability necessary to complete the work. They will participate and contribute towards the completion of tasks and deliverables. In some cases, this group will be consulted for input and feedback.
I - Informed	This group will be informed or updated on the progress or results of tasks and deliverables but need not be consulted.

High Level Activities	OCS Functional	OCS IT	LADWP - Business	LADWP - IT
Onboarding of Oracle resources	R	R	R	R
Installation Services				
Coordination of the installation of C@C, Install Software, Test connectivity	C	R	I	A
Detail Technical Design Document		R	I	A
Technical Installation Process Report		R	I	A
Kick Off Meeting	R		A/C	C
Inception/Requirements				
Schedule Requirements Workshops, Send Invites, Schedule Meeting Room	C		A/R	I
Drive requirements workshops	R		A	C
Review Project Requirements	R		A	C
HP Requirements Document	R		A	C
Requirements Traceability Matrix - IBM Rational entries	R		A	C
Project Management				
Project Management Plan ("PMP")	R		A/C	C
Project Management - Project Plan, Status Reports, Issue/Risk Log	R		A/C	C
Weekly Project Status Reports	R	I	A/C	C

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Monthly Project Status Reports	R	I	A/C	C
Elaboration/Design				
Schedule Design Workshops, Send Invites, Schedule Meeting Room, etc.	C		A/R	I
Hyperion Planning Administrator Training (Online Training)	I		A	C
Conduct Design Workshops	R		C/A	C
Review the HP Requirements Document	C		R	C
Discuss the HP application design based upon the review of the HP Requirements Document	R		A	C
Discuss Dimensionality, Acct, Entity, Project/Capital, Position Types/Employees, Scenario, Version, Currency	R		A	C
Discuss and create the reporting design	R		C/A	C
Review Reports Inventory	R		C/A	C
Prioritize Reports	C		R/A	
Review Web Data Entry Forms ("WDEF")	C		R/A	
Prioritize WDEF	C		R/A	
Design data integration and transformation	R		C/A	C
Review Integrations	C		R/A	C
Prioritize ten (10) to thirteen (13) data integrations	C		R/A	C
Design Business Rules/Calculations/Allocations	R	I	C/A	I
Review and Design Task Lists	R		C/A	C
Review and Design Security	R		C/A	C/A
CRP kick-off Discussions	R		C/A	C
Complete Conference Room Pilot (CRP)	R		C/A	C
Conference Room Pilot Meeting	R		C/A	C
HP Application Design Document	R		C/A	C
HP Application Design Review	C		R/A	C
Project Work Plan and schedule ("PWP")	R		C/A	C
Review / High Level Project Timeline	R		C/A	C
Organizational Change Management ("OCM")	R		C/A	C
Conduct Stakeholder Assessment	R		C/A	I
Conduct Change Impact Assessment	R		C/A	I
Organizational Change Management Facilitation Plan ("OCMFP")	R		C/A	C
Construction/Configuration				
Hyperion Planning App Configuration	R		A	C
Create / Setup application	R		A	C

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Application Profile and Settings	R		A	C
Create Hierarchies - Acct, Entity, Project/Capital, Position Types/Employees, Scenario, Version, Currency	R		A	C
Dimension Updates	R		A	C
Data Validation	C/R		R/A	C
Financial Reports/Smart View Reports	R		C/A	C
Finalize Reports	R		A	I
Create up to (100) reports	R		A	I
Configure Business Rules/Calculations/Allocations	R		A	C
Configure/Construct WDEF's	R		A	I
Data Integration (Historic Data)	R	C	C/A	R
Provide Data File Samples	R		C	C
Confirm Data Inventory Catalog	C		R/A	C
Review/Analyze Source Files	R		C/A	R
Finalize Recommended File Format	R		C/A	C
Integrate Data Loads in HP	R	I	A	C
Validate and Tie out Data	CR		R/A	C
Change Management Council Bi-Weekly Meetings	R		A	C
Create End User Training Manual	R		A/C	I
Testing/Transition				
Create Validation Test Strategy Plan	R		C/A	C
Conduct System Integration Testing	R		C/A	C
System Integration Test Results (SIT)	R		C/A	C
Prepare for User Acceptance Testing, (Schedule testing rooms, User Roster)	C		A	C
Create User Acceptance Testing Scripts	C		A	C
Conduct User Acceptance Testing	C		R/A	C
Conduct unit testing	R		A	C
User Acceptance Test Result Document	R		C/A	C
Structured Performance Testing	R	I	C/A	C
HP Migration Document	R		C/A	C
Prepare for HP Migration from DEV to TEST to PROD.	C	I	A	R
Migrate HP Application from DEV to TEST	C	I	A	R
Training				
Prepare for End User Training	R		A	C
Schedule End User Training (notify end users, schedule rooms)	C		A/R	I
End User Training Plan	R		A	C

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Conduct End User Training	R		C/A	
Training Delivery Report	R		A	
Roll-Out/Go-Live				
Prepare for Cutover to PROD	R		A	C
HP Cutover Plan	R		A	C
Cutover to PROD	C		A/C	R
Go-Live				
Provide Post Production Support	R		C/A	C
Post Production Assistance Report	R		A	C
Complete Post Production Support	R		C/A	C
Engagement Summary Report	R		A	C
Close Out				
Closure Report	R		A	C

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Appendix B

CHANGE REQUEST FORM

LADWP

ORACLE®

Change Request Form (CRF) Number: _____

Customer name: Date Raised: Date Resolution Required: Functional Area: Project Number: Ordering Document Number: Phase/Process: Priority: (Check one) <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	Customer Request? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No Requested by (Customer): Prepared by (Oracle):
Status (check one): <input type="checkbox"/> Under Oracle Review <input type="checkbox"/> Under Customer Review <input type="checkbox"/> Reviewed	
<u>Reason for Change:</u>	
<u>Investigation and Findings:</u>	
<u>Details of Change:</u> Scope of Work Deliverables/Milestones [fixed price only] Customer Obligations/ Assumptions	
<u>Impact of Change:</u> Impact on Detailed Implementation Plan (including timescales where applicable) Impact on Services: Financial Impact? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None at this point If Yes, estimated Financial impact:	
<u>Recommendation:</u> <input type="checkbox"/> Agreed – Ordering document amendment required <input type="checkbox"/> Agreed – no ordering document amendment required <input type="checkbox"/> Rejected – no further action required Recommendation acknowledged by: _____ (Customer) _____ (Oracle) _____ (Date) _____ (Date)	
This change request form is intended merely to document offers for proposed changes and is not intended to amend the ordering document. Any changes to time, scope, or cost must be specified in an ordering document amendment signed by LADWP and Oracle.	
Associated Problem Report:	Associated Risk and Issue Form:

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Appendix C – LADWP Staffing Plan

This table is included with estimated values only - These estimates are intended only to be for LADWP budgeting and LADWP and Oracle's resource scheduling purposes.

Los Angeles Dept of Water & Power Resource Plan

	Inception	Elaboration	Construction				Transition/Test		Go-Live	Post Production		
	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	
LADWP FTEs	4	4	4	4	4	4	4	4	4	3	1	
LADWP Hours	704	576	576	624	624	624	592	576	616	528	224	6,264
LADWP %	54%	40%	34%	32%	40%	40%	38%	39%	45%	55%	67%	41%
TOTAL FTEs	8	9	11	12	10	10	10	9	9	6	2	
TOTAL Hours	1,312	1,448	1,688	1,936	1,576	1,576	1,544	1,472	1,360	952	336	15,200
TOTAL %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Hours / Month:												
160 160 160 160 160 160 160 160 160 160 160 160												
LADWP Roles and FTEs												
LADWP Hyperion Core Team	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	
Project Manager	0.9	0.7	0.7	0.7	0.7	0.7	0.7	0.6	0.7	0.5	0.4	
Functional Lead Financial Analyst (Budgeting & Planning)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	
Reporting Lead (PT)	0.5	0.3	0.3	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.0	
Infrastructure Tech Lead SME (PT)	0.5	0.3	0.3	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.0	
Hyperion System Administrator (FT)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	
Data Integration Lead (PT)	0.5	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.3	0.2	0.0	
Training Lead (PT)	0.0	0.0	0.0	0.4	0.4	0.4	0.4	0.4	0.5	0.2	0.0	
LADWP Total FTEs:	4.4	3.6	3.6	3.9	3.9	3.9	3.7	3.6	3.9	3.3	1.4	
LADWP Roles and Hours												
LADWP Hyperion Core Team	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	Total Hours
Project Manager	144	112	112	112	112	112	112	96	104	80	64	1,160
Financial Analyst (Budgeting & Planning)	160	160	160	160	160	160	160	160	160	160	80	1,680
Reporting Lead (PT)	80	48	48	40	48	48	32	32	32	32	-	440
Infrastructure SME (PT)	80	48	48	40	48	48	32	32	32	32	-	440
Hyperion System Administrator (FT)	160	160	160	160	160	160	160	160	160	160	80	1,680
Data Integration Lead (PT)	80	48	48	48	32	32	32	32	48	32	-	432
Training Lead (PT)	-	-	-	64	64	64	64	64	80	32	-	432
LADWP Total Hours:	704	576	576	624	624	624	592	576	616	528	224	6,264

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Appendix D – Oracle Consulting Services Staffing Plan

This table is included with estimated values only - These estimates are intended only to be for LADWP planning and LADWP and Oracle's resource scheduling purposes.

Oracle Consulting Services - Staffing Plan	Inception	Elaboration	Construction				Transition/Test		Go-Live	Post Production						
OCS Core Team	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	P13	P14	P15	P16
ePBCS Project Manager																
Planning Lead																
Planning Team Member																
Planning Member - WFP/Capex																
Technical Infrastructure Architect																
Technical Infrastructure Consultant																
Technical Performance Architect																
Secondary PM																
Change Management Consultant																
Training Lead																
Training Developer																

OCS estimates 70% onsite attendance during scheduled work weeks.

Example: In a 5 day week OCS will be onsite Monday through Thursday.

All changes in scheduling will be coordinated between OCS Project Manager and LADWP Project Manager.

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Appendix E – Current Computing Environment

LADWP has a mixed computing environment with a variety of legacy and current systems to support the application portfolio. Over the past five years, LADWP has made a number of standards choices for the computing environment to improve the performance and sustainability of the environment.

Application Environment

LADWP's application environment is not static. Two key applications that form an important backbone for future applications have been implemented:

- Oracle based customer information system (Customer Care and Billing, Meter Data Management, and Mobile Work Force management) [cutover September 2013]
- IBM Maximo asset management (an upgrade and tighter consolidation of two older instances of Maximo). LADWP consolidated Power Maximo (version 4.11) , Water Maximo (version 5), forty-year-old mainframe Material Control System (MCS) and Receiving into Maximo 7.5. ater [cutover to v7.5 completed in October 2015 and upgrade to Maximo 7.6 completed in July 2017]

Interfaces with CIS and Maximo were developed in such a way as to facilitate transition to the future state environment while continuing to support the legacy environment. Interfaces for feeders to RCAS are likely throwaway interfaces when the new application environment is fully implemented. However; CIS and Maximo do not directly interface with budgeting system. CIS and Maximo interface with mainframe Responsibility Cost Accounting System (RCAS) which interfaces with General Ledger (GL). The GL system integrates with the Budget system.

The several applications utilized directly in the budgeting and supporting and analysis sub-processes, or indirectly relevant to the processes or systems involved in these sub-processes are:

- Responsibility Cost Accounting System (RCAS) (LADWP developed, IMS based) – Mainframe based system that gathers financial data to be interfaced to the general ledger and the main system from which management reports are generated. Aside from the core purpose of capturing accounting data, RCAS is used by FSO and the divisions to set up structures for management reporting and feedback to the Budget and Decision Support applications.

Technologies used include: IBM Information Management System (IMS) hierarchical databases and online transaction processor, DB2 relational databases, middleware connection software, PowerBuilder development and deployment software, COBOL business language, FOCUS reporting language, and IBM Job Control Language.

- Decision Support Systems (DSS) – Essbase Decision Support System used for comparative analysis, cost monitoring, and performance reporting. This is an application developed internally with PowerBuilder software and intended to show the same information as available through the DSS Spreadsheets as a starting point for more detailed level research and analysis. This more intuitive interface presents the same information generated within the RCAS Management Reports and Integrated Budget Information System (IBIS) Inquiries but with the drilldown capability to the work orders that constituted the actual amounts reflected in the budget variance reports and inquiries.

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Since Labor is one of the biggest sources of expenditure, DSS2 presents Distributed Labor amounts for each work order captured by employee for presentation of labor totals by Classifications, DDRs, overtime broken down by paid and accumulated, etc. Reporting by custom groupings created by the divisions is also available. Data presented can be exported to files in Excel, text, and HTML formats among others. Accounts Payable batch system (LADWP developed, IMS based).

- Access Databases – The Budget Office uses Microsoft Access to develop the Labor Target and to calculate the Overhead Rate. These are applications developed, implemented and supported exclusively by the Budget Office.
- Integrated Budget Information System (IBIS) – Mainframe based system that gathers budget estimates, which are based on reports extracted from BRS and input manually into IBIS by the business units. IBIS is used for the entry of budget estimates for Capital and Expense projects and programs for the Program Year and a mandatory three years including the Current Year re-estimate. Projected Reimbursements and Miscellaneous Revenues are also included and these and the expenses are used to prepare the Budget Package for presentation to the Board and delivery to the City Council and Mayor's Office as part of the overall Los Angeles City Budget.

The entered information is used for financial forecasting, determination of overhead rates, distribution of expense pools to service cost elements for reconciliation of services costs, comparatives of labor totals to the projected labor costs as determined via the Approved Position Record of filled and vacant positions, etc. IBIS receives actual expenditures and reimbursements summary totals from RCAS directly, and in conjunction with that information, passes approved amounts to Decision Support applications for comparatives analysis, Cost Monitoring and Performance reporting. Final budget approved amounts are passed to RCAS for use in the generation of monthly management reports by that system. During the budget preparation cycle, IBIS Supplemental Details (IBSUP) can be used as an auxiliary application to IBIS for providing additional information.

Technologies used include CICS online transaction processor, DB2 relational databases, middleware connection software, PowerBuilder development and deployment software, COBOL business language, FOCUS reporting language and IBM Job Control Language, ESSBase business analytics engines, spreadsheet add-ins for business analytics, and business analytics application packages, with Access workgroup applications developed by the Budget Office.

- IBIS Supplemental (IBSUP) – IBIS sits on an older platform and has development issues associated with that primarily the speed of change development to production delivery times. Therefore, IBIS Supplemental was created to complement and supplement the functionality of IBIS as the Budget requirements have changed to meet the needs of the business. This includes "What If" scenario analysis or versioning as well as other major changes to the way the budget is prepared and the rules associated with the finalization of numbers per budget cycle. The development tool was PowerBuilder and the database is the same DB2 one used by IBIS.
- Budget Reporting System (BRS) – Access database that is used by the Budget Office and operating organizations for the majority of budgeting functions and reporting. This is an Access application developed, implemented and supported exclusively by the Budget Office.
- Overall Primavera – Water and Power project management tool. It is mentioned here because both

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the Power and Water Systems use Oracle Primavera and EcoSys Management LLC software for project management and for managing its Capital Improvement Program, but none of the systems referenced here are currently supported by ITS. Also, Primavera is used for Project Management and not for Work-Asset Management and at this time does not interface with Water Work Managements. Primavera receives the same data that is entered through IBIS online and data downloaded as part of RCAS Closing. On the outgoing, using EcoSys, monthly approved and actual expenditure amounts are loaded via query against DB2 tables from Oracle as a DBLINK. It should be noted that Power and Water while both using the software do not use it in the exact same fashion.

- Employee Information System (EIS) – Mainframe based system that is used for payroll. The employee information system (EIS) is the application that holds and processes all timekeeping information for department employees. It also generates the information used to process employee paychecks, including salaries, vacation balances, and all deductions associated with employee salaries. Its functionality also includes pay calculation, cost of living adjustments (COLA), retroactive pays, generation of W2 forms for active employees, and transfer of pertinent information to appropriate state and federal authorities.
- Financial Planning Models – Currently the Department is using Excel and is in the process of implementing UI Planner tool to develop the pro-forma financial forecast for both Water and Power.
- PeopleSoft Human Resource Management System (HRMS) – Core system for HR functions and employee data. Human Resources are managed through a PeopleSoft 7.5 application (HRMS). This tracks employee data, including personal information, hiring data, classification and salary data, training records, discipline and leave data, etc. There is no tight integration between PeopleSoft and EIS to assure consistency of salary information between the two systems.
- Integration Software - LADWP uses multiple system integration software and methods including Oracle SOA, web services, Restful API and Legacy integration mechanisms such as flat file, comma separated value file, and IBM MQ series interfaces. LADWP is exploring various Platform As A Service (PAAS) for future integration options.
- Document and Records Management - LADWP has adopted IBM FileNet as the standard document and records retention repository for electronic documents. There are FileNet integrations with CC&B, CRM and Asset Management in development. LADWP is implementing Sharepoint and Office 365 for document management as an alternative however FileNet is still the current standard.

Technical Environment

The LADWP currently operates and maintains a variety of information technologies within its enterprise. The following briefly describes the existing technologies in hardware, software, network, database management systems and tools that are currently utilized by LADWP to construct, implement and operate information systems.

- Network - LADWP has an enterprise network that it maintains linking facilities located both within the City of Los Angeles as well as other facilities in the five Western states of California, Arizona, Utah, Nevada and Oregon. The connection speed for PCs at major buildings is Fast Ethernet (100 mbps). LADWP network is a three-tiered star topology including core, distribution, and access tiers. All in-basin facilities have wide area network (WAN) connections to at least one distributed layer tier via copper (10mbps), fiber (100mbps), microwave, or SONET T1 (1.5mbps). Out of basin facilities

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including Owens Valley come into the LA basin via microwave and leased fiber WAN connections and are interconnected via T1 circuits.

- Desktop and PDAs - The majority of approximately 7,000 desktops are Wintel devices running Windows and Microsoft Office. LADWP is transitioning from Windows 7 to Windows 10 on the desktop and laptop environment. There are a few Macintosh devices used for specialized media purposes. LADWP has standardized on Microsoft Active Directory for internal authentication, Oracle Universal Directory (OUD) for external authentication, Oracle Identity Management (IDM) for identity and access control, and Microsoft Servers for print shares. There are more than 1,200 iPhone 7 smartphones managed through MaaS360, and approximately 3,500 laptops and tablets in use by LADWP staff. The standard browser is Internet Explorer version 11, and the alternate browser is Mozilla Firefox (ESR).

Servers - LADWP deploys both Windows and Linux operating systems on the application servers including: Redhat and Oracle Linux. The IBM P570 is hosting some of our databases and runs on the AIX operating system. Our server environment is primarily Intel X86 servers utilizing Dell hardware, some HP, and the P570 for some Oracle databases which are being migrated to the Oracle Exadata.

The P570 will be decommissioned over the next year. LADWP is utilizing hyperconverged Vsan infrastructure from VMware and running VMware ESX hosts where just about all applications and potentially databases will be hosted at the new datacenter, Coresite. Java Application Servers are supported on Oracle Weblogic software running on Oracle Linux (for Oracle Applications) or on IBM Websphere running on Linux (Maximo and FileNet).

LADWP's Windows environment is standardized on the latest Windows OS; with most running Windows 2012R2 in a single Domain Active Directory environment. Majority of the servers are virtualized via VMware.

LADWP has zSeries mainframe running z/OS, CICS, IMS and DB2 and an Integrated Facility for Linux (IFL) engine running several zLinux partitions. This environment is scheduled to be retired in the next 5-7 years; its retirement is dependent on the successful conclusion of the ERP project.

- Storage - LADWP has a Storage Area Network (SAN) utilizing a fiber channel fabric topology. LADWP's SAN is currently on an HP XPS9500. Over the next year, it is expected that the SAN will be decommissioned as it is being replaced with the VSAN infrastructure. LADWP's storage environment for Windows files consists primarily of Network Attached Storage (NAS) from NetApp. Applications, and databases will be running on the VSAN infrastructure at Coresite. File shares and home folders will continue to run on the NetApp filers.

- LADWP currently utilizes the Oracle Exadata, Oracle database appliance (ODA), and the Oracle ZFS appliances for its Oracle databases. SQL Servers currently run on physical Windows servers (2008, and 2012) but are expected to eventually migrate to the VSAN infrastructure.

- Database - LADWP's supported database environments include Oracle, Microsoft SQL Server, and IBM's DB2 for z/OS and IMS/DB for the mainframe. LADWP's preferred environment for new applications is Oracle but open to newer databases to cost effectively meet ERP requirements. LADWP has Oracle v11 with upgrade to v12 planned, Oracle Real Application Clusters (**RAC**) on Exadata for databases requiring high availability, and Oracle Advanced Security Option to safeguard

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sensitive data in Oracle databases. Other database environments exist that support specific point solution applications (e.g., Hyperion ESSBase).

- **Decision Support** - LADWP has multiple instances of Oracle Business Intelligence as its current decision support environment. LADWP has an Oracle Essbase for Budget Decision Support. LADWP has pockets of SAS, mainframe Information Builders Focus, Crystal Reports, for suites of tools for reporting, some data analysis decision support, and web report publishing.

IBM Content Manager On-Demand (CMOD) is used for enterprise report management and electronic statement presentment.

The Budget Office uses Microsoft Access for the preparation of the Budget as well as required variance and performance analysis, and distributes via this mechanism.

Various divisions within LADWP use a myriad of tools and technologies for reporting with some moved to the standard platforms whenever possible.

Data Center - The datacenter to support LADWP's environment is currently located at Coresite, the LADWP headquarters and at the disaster recover location in Nevada. The datacenter relocation to Coresite is in progress and expected to complete by planned timeframe of the Budget System Replacement.

- **Monitoring Tools**: LADWP datacenter has various monitoring tools such as Oracle Enterprise Manager (OEM), Servers Alive with various levels of deployment.

- **Collaborative Lifecycle Management**: LADWP has IBM Rational Requirements, and Quality Manager for major systems such as Customer Information System (CIS) and Maximo. CIS and Maximo are using SVN for version control.

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Appendix F – Current Business Environment

The budgeting process has multiple stakeholders both inside and outside of the department. The process has large amount of inputs from different divisions and require multiple coordination points and iterations. The process is also impacted by different external variables like Board requirements, economy issues and management style. The current process, while uses the various systems for certain parts of the process, requires substantial manual interventions. The existing IBIS and supporting IBSUP systems are fairly old. Additionally, the budget team has built Access databases to support the reporting requirements of the process. The database is maintained internally within the Budget office and is not supported by IT. The source systems (including RCAS) that capture the actual cost information, including cost repository and chargebacks, are currently limited in its ability to provide actual costs in real time and lack integration; therefore the overall full benefits of the new budget system will be limited during the first few years until LADWP implements the ERP System.

Currently the elements guiding the Budget process are not aligned with the elements on which actual cost and reimbursements and/or non-operating revenue information is captured (e.g. while budget is largely established on functional items, the actual information is captured on work orders and passed to accounts as the determinants of Capital and O&M). LADWP is aware of the need to reconcile the guiding principles to establish budgets and actual costs, in order to increase the overall integration of the processes. When the ERP is implemented reconciling the guiding principles of budget-to-actuals will be more readily tracked and reported on, and divisions could be held in greater accountability to their spending. However, this integration will be restricted during the first few years of the new budget system while LADWP implements an ERP System.

Process Overviews

Labor Budgeting

Elements/Dimensions/Criteria List

- By position/classification/division, other considerations, e.g., union code
- Labor Target Development
- Creation of minimum/maximum caps on Regular/OT levels
- Budget resources linkage to Strategic Plan
- Best practice and example

Before considering budget expectations for the organization as a whole, the Budget Office first determines the budget dollars/ funding required to cover the organization's labor requirements. The expected labor funding requirements are referred to as the labor target and the underlying model used to make that estimation is referred to as the labor model.

The Labor target is developed based on a labor model which factors in funding headcount, current employees' salaries, average wage base by class code, and expected salary savings or vacancy factor. Funding headcount is established based on the most current Annual Personnel Resolution (APR) file that is generated from the HRMS system and stored and imported into an Access database. The APR file identifies budgeted and substitute positions along with position number, class codes/ job title, employee name, employee number, unoccupied positions, org codes and other

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The current APR file is then updated via Access Database templates to include:

- Additional approved positions to be permanently added to the APR budgeted positions
- Additional Funded Temporary/ Substitute positions. These are positions where funding is allocated to labor, but the position itself is not a budgeted APR position.
- Approved swaps of budgeted positions with substitute positions (e.g. swapping budgeted Accounting Clerk position for a substitute Senior Accounting Clerk position)
- Approved re-org of positions to account for planned movement of positions from one organization to another that are not part the current APR file

The Access Database templates are designed for divisions to submit their request for the additional labor, swaps, and re-orgs specified above.

The updated funding headcount is used to calculate the labor cost of each position based on current salary of occupied positions, average wage base for un-occupied positions and any additional adjustments. The salary of occupied positions is downloaded and saved from the Payroll System (EIS) which includes the position number, class code, salary, add-on and other information. The labor cost for un-occupied positions is based on the average salary of all occupied positions in the same class code. The established labor cost is then adjusted by expected vacancy factors by major divisions to arrive at the Labor Target. The Labor Target is issued to Water, Power and Joint System divisions to be balanced to their respective division labor targets.

Capital and O&M Budgeting

Elements/Dimensions/Criteria List

- 10 years of data/budget window the system allows
- Business Case development
- Budget target
- Training Budget
- Allowance For Funds Used During Construction (AFUDC) calculation
- Budgeting options: at General Ledger account level; by project; by activity based
- Budget resources linkage to Strategic Plan
- Best Practice and example

The Budget Office issues Capital and O&M targets for the systems to enter budget estimates and adhere to the issue targets. The project managers within the divisions will identify the asset/ project/department needs for upcoming year and enter their budgets into the IBIS system accordingly along with their allocated portion of labor. The overhead rates apply automatically via the system, as long as divisions budget their labor properly. The budgets are updated daily in an iterative process until the overall budgets for Water, Power, and Joint Systems are balanced and their operational needs are met.

The budgets are updated in IBIS system based on:

- Organization unit : The organization that is requesting for budget
- Job: Different types of jobs that form part of the budget estimate
- Cost Elements : Different type/ categories of costs e.g. material or labor
- Functional items: Group of related jobs. Different programs, functions, and projects that the budget is estimated for e.g. transmission, generation, etc. Each program, and/or function can have multiple projects.
- Division applications update the above groupings from Primavera-Ecosys implementations and those applications also capture RCAS and IBIS amounts.

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Divisions are assigned a range of work orders to be assigned to their projects. Budgeted projects are then assigned one or a series of work orders within the RCAS system to facilitate the accumulation of expenditures.

The project managers of each division have periodic meetings to discuss capital projects that the department needs for the next fiscal year. Based on system management approved projects, the estimates are entered in IBIS on a multi-year basis up to 10 years. This establishes the baseline project estimate at its inception.

The development of the Business case includes the project life cycle, estimates, the resultant Net Present Value (NPV) and evaluation of the project alternatives.

Overhead (Allocated) Costs Budgeting

Elements/Dimensions/Criteria List

Overhead/Allocated costs are those expenditures which cannot be readily identified to a specific job function or activity. The Budget Office is responsible for calculating indirect rates (e.g. overheads) based on the projected budgeted expenditures as submitted by the organizations and updates the allocation tables in IBIS. These determined overhead/indirect rates are applied to the division's labor budget. Divisions have control only on the regular labor they input in the IBIS system.

The Allocation Rates include the following overhead cost pools:

- Administrative and General Expenses (A&G) – include general office expenses, officers and executive salaries, administrative and clerical support, transportation service, books and periodicals, telecommunications, office supplies, and other general office expenses which are not directly chargeable to a particular operating function. The labor base for A&G is total labor less A&G payroll.
- Health Care Costs (HCC)i – includes prescription safety eyewear cost, health care, medical and dental plans for current and retired employees, and liability for present and future retirees. The labor base for HCC is total labor less daily civil service (payroll sections 70 & 72) and daily exempt payroll (payroll sections 94 & 95), as these payroll types do not receive health care benefits.
- Retirement and Death Benefit (R&DB)ii – include costs pertaining to retirement and death benefits, disability plan costs and related administrative expenses. The labor base for R&DB is total labor less daily exempt payroll (payroll sections 95 and 96) as these payroll types do not participate in the Department's pension plan.
- Supervision and Engineering (S&E) – For divisions that have S&E, include salaries and expenses of divisions directors, administrative staff, superintendents, engineers, clerks and other employees assigned in supervising and directing the activities of the divisions, office supplies and expenses and maintenance of office furniture and equipment of the divisions. The labor base for S&E is total labor of the division less S&E payroll.
- Tool Expenses – tools costs, personnel salaries and wages, and other expenses relating to the maintenance, handling and replacement of such tools. The labor base for tool expenses is labor base that receive tool in that division.
- Material Handling – includes store's cost to administer and issue, i.e. the handling of the materials that go through the Stores rather than those materials directly delivered to the job site.

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Shared Services and Inter-company Billing Budgeting

As mentioned earlier, the Water and Power Revenue Fund's Budget incorporates expenditures for the Water and Power Systems, including the Joint System's share of expenditures and the Power and Water's share of expenditures that support the other system's functions. These joint expenditures, as well as the other system's expenditures incurred for each respective revenue fund must be cross-billed. These expenditures' components and determinants must be established to enable the cross billing or inter-fund billing. A best practice approach for a combination of direct and allocated methods of charging is required. Shared services budget and cost pools are allocated back to Water and Power funds.

Between Overhead (Allocated) Costs, Shared Services, and Inter-company Billing Budgeting there are currently 10 Categories and 43 unique calculations/allocation.

Other Budget Functions Required during Budget Cycle:

Reimbursement and Non-Operating Revenues

These include the five types, Individual and Companies (I&C) for 3rd party billings, Contribution in Aid of Construction (CON), Participants (PAR) for Joint Projects' billings, Revenues (REV) for non-operating

types revenues, i.e. fiber optics, leases, etc. and Other System Reimbursement (OSY)

- Types
- Amounts/Percentages
- Budget reimbursement by year

Versioning Capability/Budget Scenariosiii

- Baseline Approved Budget
- Baseline Rate Case Budget
- Different Scenarios
- Current fiscal year re-estimate

Budget Input

- Current system by Job/Cost Element/Contribution Orgs
- Budget resources linkage to unit output (Metrics, KPIs, etc.)
- Contract budget details (for example, by vendor, etc.)
- Material budget details

Security/User Access

- Level of user access, etc.
- Audit Trail

System Maintenance

- Involvement of Budget Office and/or IT
- Table Maintenance (for example, organization structure table, Escalation factors table, etc.)

Work Flow Process

- Automatic emails
- Tracking deadlines
- Different level of approval process

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Approval and Finalization

The Water and Power Revenue Funds budgets include O&M and capital expenditures that are developed annually and submitted for Board approval. In March 2011 Measure J incorporated Section 684 into the Los Angeles City Charter which requires LADWP to transmit a preliminary budget for the upcoming fiscal year to the Los Angeles City Council for informational purposes by March 31st each year. The finalized budget is required to be approved by the Board by May 31st. The budgets are used as basis for any upcoming rate action. While the budgets are not formally approved by the City Council, any rate adjustments must be approved by City Council. The process of rate change is managed by another organization, the Rates Group; however the budget data is passed through to the financial planning model which in turn passes to the rates model.

Budget and Budget to Cost Reporting

- Monthly Financial Report (including ability to enter justification narratives): On a monthly basis, reports are generated showing budget to actuals and variances, and distributed to the divisions for review. Divisions are required to submit an explanation as part of this monthly process for any variances. Cumulative significant variances could potentially necessitate a revised budget to be reapproved by the Board, though in practice, capital budgets have been traditionally under spent and offset over expenditures in other budget categories.
- Rates Metrics Report(s)
- Trend Analysis
- Reporting flexibility by rate recovery categories/charts (capability to classify cost categories)
- Creating Budget Books
- Other Budget Development and Ad Hoc reports and templates

Other Budget Volumes & Structure

[Intentionally left blank]

EXHIBIT H

Statement of Work

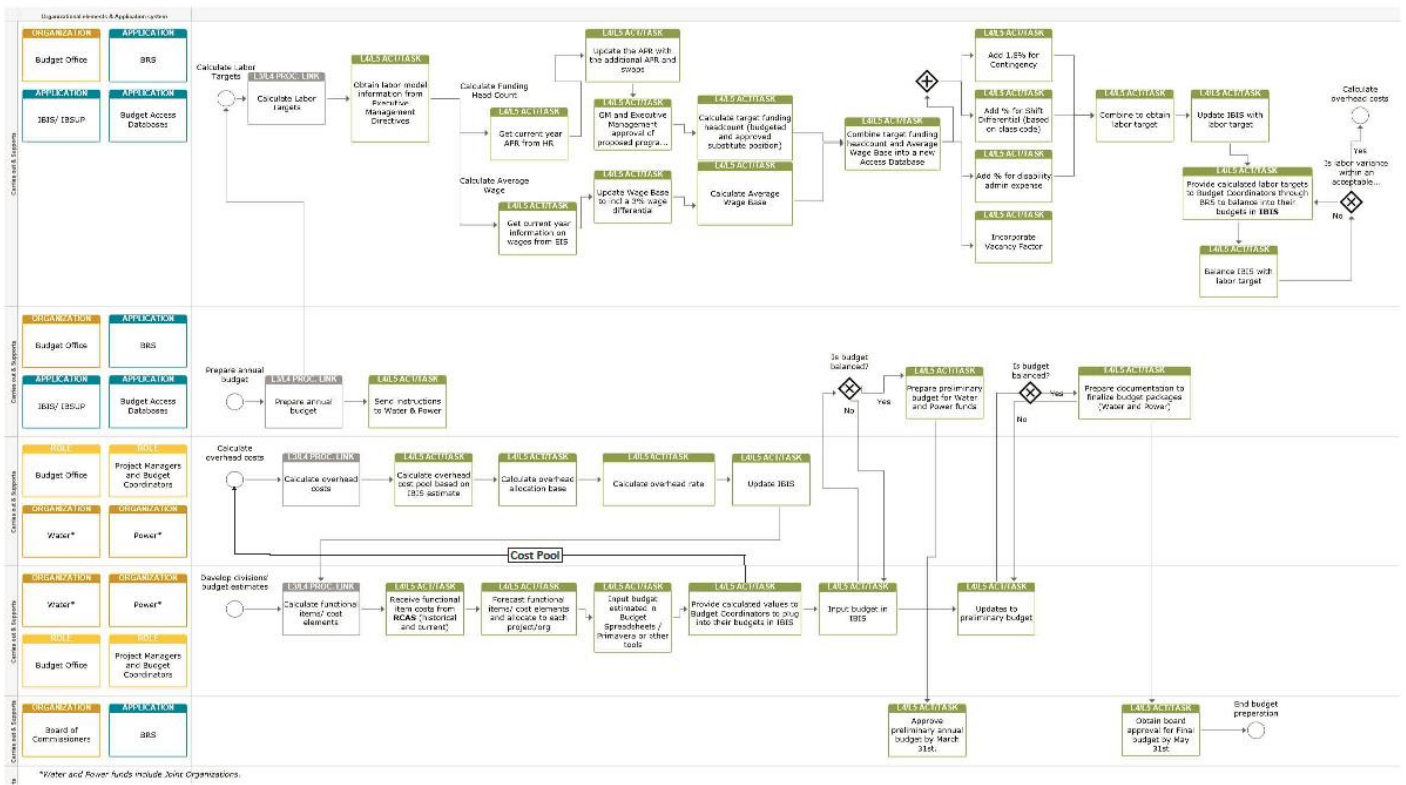
Volumes Measure	Estimated Volume
Years Currently Budgeted	LADWP currently budgets for 10 fiscal years.
Time to create and approve a budget	7-8 months on average, 10-11 months during rate action years
Number of budget iterations	Minimum 4 snapshots up to 5/6 depending on executive management directives
Number of budget coordinators	As of June 2015, 64 in total: 31 Division Budget Coordinators for Joint System (including FSO, CFO); 15 for Water System and 18 for Power System (including Integrated Support Services and Customer Services).
Number of people in Budget Office	FY 17/18 APR 20 positions, with 19 occupied
Number of reports generated from BRS ^{iv}	There are roughly 100 reports that can be generated from the BRS system. These reports are used by multiple personnel within the department including but not limited to personnel from Accounting Division, Financial Planning Group and Integrated Support Services. The BRS system used to generate reports is used extensively, and is maintained by the Budget office internally. Currently, there is no IT support for this system.
Data Entry Forms/Templates	At least 65 unique data entry forms/templates are currently used in our planning process.
Budget Structure Numbers	Approximate Count

Number of Positions	11,500
Major Organizations / Divisions	50
Minor Organizations / Sections ^v	500
Active Functional Items (FIs) ^{vi}	700
Active Jobs ^{vii}	2,000
Cost Elements ^{viii}	100
Funds	2
Systems	3
Grants Budgeted	50 ^{ix}
Users Numbers	Approximate Count Based on Function & Access
Professional / Contributing Users (Input)	350
Application Administrators	5
Standard Users (Viewing Only)	445
Total Users	800

See below flow chart and open the attached PDF file to review the Budget Process Flow in an enhanced quality version.

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- i Benefits are calculated based on average cost per applicable headcount and then allocated based on labor dollars.
- ii Benefits are calculated based on average cost per applicable headcount and then allocated based on labor dollars.
- iii Number of scenarios required for the budgeting process: Less than 10 scenarios, although specific number is not determined yet. Number of versions required for the budgeting process: The number of required versions has not been determined yet. Our current budget system does not have versioning capabilities.
- iv These reports have been identified as critical to our operations under the current budgeting system and environment. However, other factors such as changes to the budgeting process and/or structure during implementation, the new application's reporting complexity of building reports, capabilities (and depth of customization) may also influence the System Integrator's level of involvement in building predefined reports.
- v We are assuming "Entities" are Minor Organizations and we currently have 500 Minor Orgs.
- vi LADWP Functional Items (FI's) are programs.
- vii LADWP Jobs are projects.
- viii Number of accounts required: Currently, we do not budget by General Ledger accounts. We are defining a natural account as a cost element. Under LADWP's current budgeting process, all budgeted dollar values are entered into the budget system at the cost element (CE) level by

EXHIBIT H

Statement of Work

contributing organization. There are currently 99 CE's, where a small portion of CE's have multiple suffixes (suffixes are separate fields/dimensions) associated to segregate costs into different components for various purposes. Currently, approximately 51 of 99 cost elements are used for budgeting.

ix Approximately 50 grants are tracked manually.

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Appendix G – Definitions

1. Customization - Modification made to the configuration to suit a particular individual or task
2. Configuration - Set-up of the software.
3. Data acquisition - Assets or objects obtained in the development of an application
4. Conversion - The process of changing data from one form to another.
5. Integration – Combining data residing in different sources and providing users with a unified view of them
6. Data Mapping - The process of creating data element relationships between two distinct data models
7. Enterprise Fund Accounting: Governmental Accounting Standard 34 provides an overview and definition of fund types. There are Government Funds, Proprietary Funds, and Fiduciary Funds. LADWP funds are classified as enterprise funds within the higher category of Proprietary Funds. These funds focus on the determination of operating income, changes in net assets, financial position and cash flows. Enterprise funds use the accrual basis of accounting for business-type activities.

EXHIBIT H

Statement of Work

Appendix H – Background Check Template



{Date}

Confidential

To Whom It May Concern:

This is to notify the Los Angeles Department of Water and Power ("LADWP") that a background investigation has been completed for {Employee Name(s)}. The results of this investigation do not disqualify {this person/these individuals} from providing services at LADWP premises.

{Oracle Human Resources (if Oracle Employee) or Subconsultant}

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

ORACLE®

ORDERING DOCUMENT

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

Name	Los Angeles Department of Water & Power	Contact	Rita Khurana-Carwile
Address	111 N HOPE ST RM 252 LOS ANGELES CA 90012	Phone Number	213-367-0645
		Email Address	Rita.Khurana-Carwile@ladwp.com

Programs and Program-Related Service Offerings		
Description / License Type	Quantity	Net Fee
Oracle Database In-Memory - Processor Perpetual	4	36,800.00
Software Update License & Support		8,096.00
Oracle Database In-Memory - Named User Plus Perpetual	75	13,800.00
Software Update License & Support		3,036.00
Programs and Program-Related Service Offerings Fees		61,732.00

Fee Description		Net Fee
Program Fees		50,600.00
Software Update License & Support Fees		11,132.00
Total Fees		61,732.00

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

A. Agreement and Modifications to the Agreement

1. Agreement

- a. This order incorporates by reference the terms of the Agreement US-GMA-1994392 by and between the City of Los Angeles Department of Water & Power ("LADWP", "You", "Your") and Oracle America, Inc. ("Oracle") and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
- b. For your internal tracking purposes, You have assigned the following agreement number to the Agreement: Agreement No. 47538.
- c. You acknowledge and agree that the terms and conditions of this order and the other order referenced in the "Linking Language" section below are contingent upon the execution of the Agreement and Exhibit H thereto, the Statement of Work ("SOW") between the parties that incorporates this order by reference and attachment. If the parties do not execute the Agreement simultaneously with the execution of the SOW that incorporates this order, this order shall be deemed to have no legal effect, even if executed.

2. Applicable Schedule

Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees and Pricing Invoicing and Payment Obligation

- a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.
- b. You have ordered Programs and 12 months of technical support services.
- c. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
- d. Provided that You comply with the delivery terms in the Delivery and Installation Section of this order, in those jurisdictions that exempt from sales or use taxes electronically downloaded software, Oracle will not invoice You for those taxes based on the net license fees and net technical support fees for the programs listed above delivered via electronic download and for all updates to these programs delivered via electronic download.
- e. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees are invoiced quarterly in arrears.

2. Territory

The Program licenses included on this order are for use in United States.

3. Delivery and Installation

- a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.
- b. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com/> the programs listed above. Through the Internet URL, You may access and electronically download to the location indicated in this order the current production release (i.e., as of the effective date of this order) of the software and related program documentation for each program listed above. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this order, electronic download or otherwise.

Provided that You have continuously maintained technical support for the programs for the licensed quantities listed above, Oracle will make available to You for electronic download the updates provided under technical support to the programs listed above.

Should You require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (i) as of the effective date of this order, You have not received any tangible media for the programs listed above, (ii) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed above or for any updates to these programs, (iii) You have requested to receive via electronic delivery all updates for the programs listed above that are provided by Oracle under Oracle's technical support services, and (iv) You are solely responsible for ensuring that You do not order tangible media from Oracle for the programs which You receive via electronic delivery or for any updates to these programs.

In the event that You order updates for delivery via tangible media shipment (e.g., shipment of CD Pack(s)), sales taxes and interest may be due, and You

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

agree to reimburse Oracle for any applicable sales taxes and interest (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the agreement).

4. Technical Support Caps

a. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "**SULS**") acquired with this order may be renewed annually.

b. If You renew SULS for the same number of licenses for the same Programs, for the support periods specified in the technical support renewal table below, the annual fee for SULS for the applicable period will not increase by more than the percentage stated in the table below:

First Day of Technical Support is Between:	Not to Exceed Annual Increase Over Previous Year's SULS Fee
May 31, 2020 – May 30, 2021	0%
May 31, 2021 – May 30, 2022	0%
May 31, 2022 – May 30, 2023	2%
May 31, 2023 – May 30, 2024	2%
May 31, 2024 – May 30, 2025	2%

5. License Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules v030819 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

6. Offer Validity

This order is valid through 31-MAY-2019 and shall become binding upon express incorporation of this order, by reference and attachment, to the SOW between the parties and the mutual execution of such SOW by the parties.

7. Effective Date

The effective date is the effective date of the SOW.

C. Other

1. Limited Use Programs and Capped Deployment

a. Limited Use. The Programs acquired under this order are limited use Programs. These Programs may only be used in direct support of Your Hyperion and Essbase for Budget project.

b. Capped Deployment: At any given time, the maximum total of 4 Oracle Database In-Memory - Processor licenses and 75 Oracle Database In-Memory - Named User Plus licenses may be deployed in the following hardware owned by You, as follows:

- Quarter Rack Exadata hardware for Production purposes: 4 Cores; 2 Database In-Memory - Processor licenses
- Quarter Rack Exadata hardware for Disaster Recovery purposes: 4 Cores; 2 Database In-Memory - Processor licenses
- Quarter Rack Exadata hardware for Test and Development purposes: 4 Cores; 75 Oracle Database In-Memory - Named User Plus licenses

2. Media Viruses

As a part of its internal development process, Oracle will use reasonable efforts to test Programs for viruses. Additionally, You are encouraged to maintain virus-detecting programs to protect Programs from viruses.

3. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the SOW that incorporates the order with the footer CPQ-965878 between the parties. If the parties do not simultaneously execute the SOW that incorporates the order with the footer CPQ-965878 and this order, this order shall be deemed to have no legal effect, even if executed.

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

D. Future Purchases

1. Price Hold

- a. For a period of 12 months from the effective date of this order, You may order the programs (and first year of SULS for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered; and (ii) You have continuously maintained SULS for the Program licenses listed in the Program and Program-Related Service Offerings section above.
- b. The following purchase minimums of 4 Processor licenses and 75 Named User Plus licenses for the Programs will apply to the program licenses ordered under this section.
- c. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA Shipping Point, Prepaid, and Add.
- d. For those Programs/license type combinations that are available, the current license definitions and rules in effect at the time an order is placed will apply to the program licenses ordered under this section. If a program is available in production release and the license type is not available, the most recent license definition and rules will apply to the program licenses ordered under this section.
- e. SULS identified on the attached Price Hold Exhibit, will be co-terminous with the dates set forth in the table in Part B, General Terms, section 4.b.

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

PRICE HOLD EXHIBIT

Description / License Type	Quantity	Program Fees	Software Update License & Support Fees
Oracle Database Enterprise Edition - Processor Perpetual	1	19,000.00	4,180.00
Oracle Real Application Clusters - Processor Perpetual	1	9,200.00	2,024.00
Oracle Advanced Security - Processor Perpetual	1	6,000.00	1,320.00
Oracle Diagnostics Pack - Processor Perpetual	1	3,000.00	660.00
Oracle Tuning Pack - Processor Perpetual	1	2,000.00	440.00
Oracle Database Enterprise Edition - Named User Plus Perpetual	1	380.00	83.60
Oracle Real Application Clusters - Named User Plus Perpetual	1	184.00	40.48
Oracle Advanced Security - Named User Plus Perpetual	1	120.00	26.40
Oracle Diagnostics Pack - Named User Plus Perpetual	1	60.00	13.20
Oracle Tuning Pack - Named User Plus Perpetual	1	40.00	8.80
Oracle Database In-Memory - Processor Perpetual	1	9,200.00	2,024.00
Oracle Database In-Memory - Named User Plus Perpetual	1	184.00	40.48
Oracle Active Data Guard - Named User Plus Perpetual	1	92.00	20.24
Oracle Active Data Guard - Processor Perpetual	1	4,600.00	1,012.00
Oracle Multitenant - Processor Perpetual	1	7,000.00	1,540.00
Oracle Multitenant - Named User Plus Perpetual	1	140.00	30.80

PART B – INITIAL PROGRAMS

This Oracle Ordering Document CPQ-946243 is attached and incorporated as Section 1 of Part B of this Exhibit H – Statement of Work

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Los Angeles Department of Water & Power	Customer Name	Los Angeles Department of Water & Power
Customer Address	111 N HOPE ST RM 404 LOS ANGELES CA 90012	Customer Address	111 N HOPE ST RM 252 LOS ANGELES CA 90012
Contact Name	Ben Truong	Contact Name	Rita Khurana-Carwile
Contact Phone	213-367-0527	Contact Phone	213-367-0645
Contact Email	ben.truong@ladwp.com	Contact Email	Rita.Khurana-Carwile@ladwp.com

PART B – Initial Programs

This Oracle Ordering Document CPQ-856424 is attached and incorporated as Section 2 of Part B of this Exhibit H – Statement of Work



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Los Angeles Department of Water & Power	Contact	Yoshi Yoshida
Address	111 NORTH HOPE STREET LOS ANGELES CA 90012	Phone Number	(213) 367-3337
		Email Address	yoshi.yoshida@ladwp.com

License Summary	
Product Description / License Type	Quantity
Oracle Hyperion Planning Plus - Application User Perpetual	129
Oracle Essbase Plus - Named User Plus Perpetual	129

License Migration			
Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Hyperion System 9 Bi+ Visual Explorer - Option - Standard Tier Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named Interactive User Perpetual	15539154	100	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Standard Tier Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named View User Perpetual	15539154	25	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Test And Development Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option Test And Development Perpetual	15539154	1	Oracle Hyperion Planning Plus - Application User Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named View User Perpetual	15539154	25	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Test And Development Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option Test And Development Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Bi+ Visual Explorer - Option - Standard Tier Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Named Interactive User Perpetual	15539154	100	Oracle Essbase Plus - Named User Plus Perpetual
Hyperion System 9 Planning And Essbase Analytics Bundle - Standard Tier Perpetual	15539154	1	Oracle Essbase Plus - Named User Plus Perpetual

PART B – Initial Programs

This Oracle Ordering Document CPQ-856424 is attached and incorporated as Section 2 of Part B of this Exhibit H – Statement of Work

Migrated Licenses (New)	Quantity	List Credit	Net Credit	Net Fee
Oracle Hyperion Planning Plus - Application User Perpetual Software Update License & Support	129			0.00 43,809.24
Oracle Essbase Plus - Named User Plus Perpetual Software Update License & Support	129			0.00 36,299.08

Other Fees	Quantity	
Back Support Fee	1	32,921.22
	Other Fees	32,921.22

Fee Description		Net Fee
Migrated Licenses (New) Program Fees		0.00
Migrated Licenses (New) Program-Related Service Offerings Fees		80,108.32
Other Fees		32,921.22
Total Fees		113,029.54

A. Agreement and Modifications to the Agreement

1. Agreement

- This order incorporates by reference the terms of the Agreement US-GMA-1994392 by and between the City of Los Angeles Department of Water & Power ("LADWP", "You", "Your") and Oracle America, Inc. ("Oracle") and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
- For Your internal tracking purposes, You have assigned the following agreement number to the Agreement: Agreement No. 47538.

2. Applicable Schedule

Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees and Pricing Invoicing and Payment Obligation

- Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

PART B – Initial Programs

This Oracle Ordering Document CPQ-856424 is attached and incorporated as Section 2 of Part B of this Exhibit H – Statement of Work

- b. You have ordered Programs and 12 months of technical support services.
- c. Provided that You comply with the delivery terms in the Delivery and Installation Section of this order, in those jurisdictions that exempt from sales or use taxes electronically downloaded software, Oracle will not invoice You for those taxes based on the net license fees and net technical support fees for the programs listed above delivered via electronic download and for all updates to these programs delivered via electronic download.
- d. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears, except for back support fees, which are due Net 30 from the effective date of this ordering document.
- e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

2. Territory

The Program licenses included on this order are for use in United States.

3. Delivery and Installation

- a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.
- b. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com/> the programs listed above. Through the Internet URL, You may access and electronically download to the location indicated in this order the current production release (i.e., as of the effective date of this order) of the software and related program documentation for each program listed above. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this order, electronic download or otherwise.

Provided that You have continuously maintained technical support for the programs for the licensed quantities listed above, Oracle will make available to You for electronic download the updates provided under technical support to the programs listed above.

Should You require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (i) as of the effective date of this order, You have not received any tangible media for the programs listed above, (ii) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed above or for any updates to these programs, (iii) You have requested to receive via electronic delivery all updates for the programs listed above that are provided by Oracle under Oracle's technical support services, and (iv) You are solely responsible for ensuring that You do not order tangible media from Oracle for the programs which You receive via electronic delivery or for any updates to these programs.

In the event that You order updates for delivery via tangible media shipment (e.g., shipment of CD Pack(s)), sales taxes and interest may be due, and You agree to reimburse Oracle for any applicable sales taxes and interest (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the agreement).

4. Technical Support

Notwithstanding anything to the contrary in the Agreement, for the purposes of the first renewal year, the amount of the prior year's fees is based on 12 months of technical support and is equal to \$80,108.32.

5. Technical Support Caps

- a. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with this order may be renewed annually.
- b. If You renew SULS for the same number of licenses for the same Programs, for the support periods specified in the technical support renewal table below, the annual fee for SULS for the applicable period will not increase by more than the percentages stated in the table below:

PART B – Initial Programs

This Oracle Ordering Document CPQ-856424 is attached and incorporated as Section 2 of Part B of this Exhibit H – Statement of Work

First Day of Technical Support is Between:	Not to Exceed Annual Increase Over Previous Year's SULS Fee
May 31, 2020 – May 30, 2021	0%
May 31, 2021 – May 30, 2022	0%
May 31, 2022 – May 30, 2023	2%
May 31, 2023 – May 30, 2024	2%
May 31, 2024 – May 30, 2025	2%
May 31, 2025 – May 30, 2026	5%
May 31, 2026 – May 30, 2027	5%
May 31, 2027 – May 30, 2028	5%
May 31, 2028 – May 30, 2029	5%
May 31, 2029 – May 30, 2030	5%

c. Nothing in this ordering document shall be deemed to relieve You of Your obligation to maintain technical support for the following programs with CSI number 15539154 in order to receive the technical support caps set forth above:

- Hyperion System 9 Performance Scorecard - Named Interactive User Perpetual
- Hyperion System 9 Performance Scorecard - Test and Development Perpetual
- Hyperion System 9 Performance Scorecard - Workgroup Tier Perpetual

In the event that You cancel or desupport the above-listed licenses, the annual technical support fees on this order shall be recalculated in accordance with Oracle's then-current Software Technical Support Policies.

6. Offer Validity

This order is valid through 31-MAY-2019 and shall become binding upon express incorporation of this order, by reference and attachment, to the SOW between the parties and the mutual execution of the Agreement and such SOW by the parties.

7. Effective Date

The effective date is the date indicated in the SOW.

8. License Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules v030819 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

C. Other

1. License Migration

- a. You agree to migrate licenses previously acquired to new license types and/or Program names in accordance with the license definitions and rules applicable to the new licenses. The existing licenses to be migrated are specified in the Existing Licenses (Terminated) column of the License Migration table above. These licenses are migrated to the number of licenses and license types specified in the Migrated Licenses (New) column of the License Migration table above. All existing licenses that are being migrated will be deemed terminated upon execution of the SOW that incorporates this order. Notwithstanding the preceding and provided that You maintain technical support for all of the licenses specified above, for 24 months from the effective date of this order (the "transition period"), You may use both the Existing Licenses (Terminated) and the Migrated Licenses (New) provided Your usage does not exceed the amount for which You (i) are licensed (with respect to the Migrated Licenses (New)) and (ii) were licensed (with respect to the Existing Licenses (Terminated)). At the end of the transition period, You will no longer have any right to use the terminated licenses. If Your licensing needs increase in the future, You must purchase any necessary licenses to meet Your increased needs. You will not be permitted to reinstate the terminated licenses. During the transition period Oracle will continue to provide technical support, if ordered, for both the Existing Licenses (Terminated) and the Migrated Licenses (New).

PART B – Initial Programs

This Oracle Ordering Document CPQ-856424 is attached and incorporated as Section 2 of Part B of this Exhibit H – Statement of Work

Any rights to the Migrated Licenses (New) that are in addition to the rights granted under the Agreement shall be as specified in this order; and if no additional rights are specified, only the rights granted under the Master Agreement shall be applicable to the Migrated Licenses (New).

- b. For purposes of this order, the licenses for the programs being acquired under this order shall be assigned a new CSI Number.

2. License Summary

The License Summary table specified above provides a comprehensive list of the Program licenses that You have ordered pursuant to this order. The License Migration and New Licenses tables above describe in further detail the Program licenses and associated fees.

3. Back Support Fee

The back support fee amount as of 31-MAY-2019 is reflected in the table located above section A and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this ordering document.

4. Functional and Technical Matrix for Certain Products on This Order

For purposes of this order only, and for the following products specified in the tables above A only, a functional and technical matrix for such products is attached hereto as Appendix 1:

- Oracle Hyperion Planning Plus - Application User Perpetual

The functional and technical matrix includes features which are not available without configuration of the products, implementation services, or other related professional consulting services, which are not included in this order.

5. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the SOW that incorporates the order with the footer CPQ-1123693 between the parties. If the parties do not simultaneously execute the SOW that incorporates the order with the footer CPQ-1123693 and this order, this order shall be deemed to have no legal effect, even if executed.

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Los Angeles Department of Water & Power	Customer Name	Los Angeles Department of Water & Power
Customer Address	111 N Hope Street LOS ANGELES CA 90012	Customer Address	111 N Hope Street LOS ANGELES CA 90012
Contact Name	Yoshi Yoshida	Contact Name	Yoshi Yoshida
Contact Phone	213-367-3337	Contact Phone	213-367-3337
Contact Email	Yoshi.Yoshida@ladwp.com	Contact Email	Yoshi.Yoshida@ladwp.com

**Appendix 1 —
Functional and Technical Matrix, as described in section C.4 of ordering document
with footer reference number CPQ-856424**

The functional and technical matrix includes features which are not available without configuration of the products, implementation services, or other related professional consulting services,
which are not included in the ordering document with footer reference number CPQ-856424, to which this Appendix 1 is attached.

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
Budget & Decision Support System - Business Functionality												
BF-001	Labor Budgeting	Create budget relationships (e.g., salary changes automatically adjust benefits, A&G, S&E and vice versa).										
BF-002	Labor Budgeting	Forecast various union contracts scenarios (COLA what if analysis).										
BF-003	Labor Budgeting	Calculate annual personnel salary costs by position for all full-time and authorized part-time positions; for a bargaining unit within an organization; or for other user defined selection criteria.										
BF-004	Labor Budgeting	Calculate “estimated” annual personnel costs for the budget period/year using estimated cost factors and current employee salary data from payroll system (EIS).										
BF-005	Labor Budgeting	Calculate annual personnel costs for vacant positions and calculate salary cost based on default salary range and steps.										
BF-006	Labor Budgeting	Calculate annual personnel costs for vacant positions based on estimated start date (partial year FTEs).										
BF-007	Labor Budgeting	Support multiple types of positions, including but not limited to: Full-time Part-time Reduced schedule Seasonal Hourly Temporary										
BF-008	Labor Budgeting	Perform the following operations online with the proper security authorization: - Add or delete the number of positions - Reclassification of positions at a user-defined point in time and maintains the historical information of the change - Transfer of positions at a user specified time between organizational units, departments, projects, programs, grants, etc. and maintains the historical information of the change - Modify filled/vacant status	X									
BF-009	Labor Budgeting	Spread dollars across months										
BF-010	Labor Budgeting	Accommodate the following Data Elements for position data: Position number; class code; DDR, Compensation type (i.e., monthly salary, or hourly); Classification type (i.e., full-time, part-time, and seasonal); Effective start date; union code and other user defined data.										
BF-011	Labor Budgeting	Budget for “salary savings” (a negative item).										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-012	Labor Budgeting	Calculate budget for benefits specified by labor agreements for certain affected employees, such as shift differential, standby pay, clothing and tool allowances.										
BF-013	Labor Budgeting	Budget for COLA adjustments during budget preparation and additional adjustments throughout the year for specified groups of employees.										
BF-014	Labor Budgeting	Create proposed new job classes for future positions & corresponding pay grade structures to support forecasting for future positions.										
BF-015	Labor Budgeting	Create budgeted vs. occupancy to generate occupancy report with few manual adjustments at user defined levels (such as divisions) through interface/integration with HRMS.										
BF-016	Labor Budgeting	Enter and track single or multiple funding sources (F/Job) for each position.	X									
BF-017	Labor Budgeting	Project wages and salary figures by budget year and remaining years for type of position.										
BF-018	Labor Budgeting	Route position change requests online to managers for approval during the budget process.										
BF-019	Labor Budgeting	Provide functionality to track authorized, filled, and vacant positions, and flag all unauthorized positions utilized in the Budget.	X									
BF-020	Labor Budgeting	Move positions easily within and across organizations and move their budget with them.	X									
BF-021	Budget Preparation	Support multiple budget scenarios and save them as budget versions.										
BF-022	Budget Preparation	Support the following types of organizational budget views: Vertical (department grouping of common functions) Department Division Grant number Program Project										
BF-023	Budget Preparation	Support the following types of financial budget views: Fund (Water and Power) Functional Item Type (e.g., Capital, O&M, services, allocations, and others) Funding Source (e.g., base rate or pass through) Recovery Mechanism Category (e.g., infrastructure, water quality, etc.) Line Item										
BF-024	Budget Preparation	Support the following types of Planning view: Multi-year Capital Plan Multi-year O&M Plan Miscellaneous Revenue Planning Ad hoc views										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-025	Budget Preparation	Allow users to review budget baseline and actuals.										
BF-026	Budget Preparation	Construct a budget worksheet by defined levels (by Functional Item, Job, Program, and in the chart of accounts if required); Department Division Responsibility center Sub-object										
BF-027	Budget Preparation	Include miscellaneous revenue items within budget worksheet documents.										
BF-028	Budget Preparation	Create budget worksheets for a range of items, Program, Functional Item, Job and Cost Element, and in the chart of accounts if required, using the following budget bases: Zero balances in all accounts Ad hoc worksheets established at the object level, within a responsibility center Current year's adjusted budget Current year's original budget Current year's actual financial results for the last closed period Last year's approved budget Last year's actual financial results Current year's budget or actual plus/minus a percentage										
BF-029	Budget Preparation	Produce budget worksheet information including: Two or more years historical budget and actual data (inclusion of historical data) Current year's actual financial results for the last closed period Current Year Original Budget Current Year Adjusted Budget Current Year Projected Next Year's Budget Next Three Years Budget										
BF-030	Budget Preparation	Allow Budget Office to "push" worksheets out to departments electronically for budget preparation.	X									
BF-031	Budget Preparation	Automatically load expenditure & miscellaneous revenue budgets from final budget version.										
BF-032	Budget Preparation	Calculate the difference between budget versions.										
BF-033	Budget Preparation	Spread global cost reductions and increases across object items within a responsibility center by: Based upon an absolute dollar amount Based on a % adjustment factor	X									
BF-034	Budget Preparation	Carry forward data from one version to the next version.										
BF-035	Budget Preparation	Support multiple fiscal year measures										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-036	Budget Preparation	Import actuals from the Responsibility Cost Accounting System (RCAS) in interim BSR, and from general ledger module for ERP.										
BF-037	Budget Preparation	Import current year final adopted and adjusted budget data.										
BF-038	Budget Preparation	Associate multiple funding sources to Programs, Functional Items, Jobs.										
BF-039	Budget Preparation	Round to the nearest user-defined specific dollar amount										
BF-040	Budget Preparation	Group add/reduction requests together to form a decision package.										
BF-041	Budget Preparation	Forecast current year budget and actuals based on: Straight line projection on current year actual Percentage based on last year actual User entered formula Last year actual or budget for the remainder of the current fiscal year Seasonality Save multiple forecasts as scenarios.	X									
BF-042	Budget Preparation	Create a driver based forecast (e.g. number of poles)										
BF-043	Budget Preparation	Communicate mapping of strategic goals to Rates Metrics and forecasts										
BF-044	Budget Preparation	Create budgets and forecasts at the Program, Functional Item and Job levels.										
BF-045	Budget Preparation	Apply a percentage increase or decrease to a budgeted figure (cost element, Job, and FI) or set of figures after the initial version is created.										
BF-046	Budget Preparation	Perform capital budgeting independent of the operating budget process.										
BF-047	Budget Preparation	Forecast current year-end actual, by line item, based on: · Prior year spending pattern · User defined formula · Last year actual or budget for the remainder of the current fiscal year · Straight line projection										
BF-048	Budget Preparation	Identify and track funding requirements for capital projects over the course of multiple fiscal years and budgeting periods.										
BF-049	Budget Preparation	Budget by option/phase for phases that are different for different types of capital projects.	X									
BF-050	Budget Preparation	Allow budget office to push via workflow the system- embedded worksheets out to divisions electronically for budget preparation.	X									
BF-051	Budget Preparation	Send alerts and instructions to system users.	X									
BF-052	Budget Preparation	Allow divisions to return budget worksheets back to the budget office electronically via workflow.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-053	Budget Preparation	Security-enabled workflow for budget development, consolidation, and approval, with an audit trail.	X									
BF-054	Budget Preparation	Allow the addition of budget narrative to capture budget request justifications and assumptions.	X									
BF-055	Budget Preparation	Link detailed supporting documents and worksheets to substantiate budget requests, projections, variance analyses, or amendments for all budget system processes.										
BF-056	Budget Preparation	Consolidate the budget by user-definable levels (i.e. fund, program, functional item type, department, grant).										
BF-057	Budget Preparation	Calculate AFUDC based on user designed formulas.										
BF-058	Budget Preparation	Allow negative budget amounts in any account/option, capital and operating.										
BF-059	Budget Preparation	Easily import and export budget, financial and employee data in electronic formats (including Excel, MS Project, Primavera, and Access through an ODBC interface).										
BF-060	Overheads/Allocations and Escalations	Allow users to define budget relationships of overhead cost and cost drivers to automatically calculate and update central overhead rates by Fiscal Year and update central tables										
BF-061	Overheads/Allocations and Escalations	Calculate overheads and allocations in real time for the user										
BF-062	Overheads/Allocations and Escalations	Run allocation and escalation rates on a timely basis (user defined)										
BF-063	Overheads/Allocations and Escalations	Import actual depreciation data to calculate service and allocation pool costs.										
BF-064	Overheads/Allocations and Escalations	Allow for the entry of multiple overhead, allocation, and escalation rates for a project where that project spans over multiple years.										
BF-065	Overheads/Allocations and Escalations	Track and calculate Central Rates and restrict access to who can change rates.										
BF-066	Overheads/Allocations and Escalations	Calculate and populate central rate adjustments during the budgeting process.										
BF-067	Overheads/Allocations and Escalations	Automatically generate and update multi-year allocation and escalation factors	X									
BF-068	Overheads/Allocations and Escalations	Define budget relationships of services providers and service receiver to calculate/update balancing (escalating) factors and update corporate tables	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-069	Cross-fund Budgeting	Define and apply cross-fund billing and reimbursement at a job level (project)	X									
BF-070	Cross-fund Budgeting	Allow both the giver and receiver of planned transfers between funds to review and approve the transfer amount before the budget is finalized.	X									
BF-071	Performance	Allow departments across the organization to access budget information on-line for their unit.										
BF-072	Performance	Access all expenditure and miscellaneous revenue line items currently in use by the budget system.										
BF-073	Performance	Allow decentralized users (e.g., departments) to save multiple budget scenarios										
BF-074	Performance	Allow decentralized users to submit one of multiple saved budget scenarios										
BF-075	Performance	Track performance measures (rates metrics) at the following levels: Department goal level Project level Program level										
BF-076	Performance	Support decentralized budget development through the Intranet.										
BF-077	Performance	Accept entry of budget requests at all organizational levels based on user authorization.	X									
BF-078	Performance	Prohibit multiple users from updating the same record simultaneously.	X									
BF-079	Performance	Prevent department level users from updating budget information after it has been submitted.										
BF-080	Performance	Allocate budget amounts quarterly for projections purposes										
BF-081	Performance	Perform monthly budgeting and rolling forecast										
BF-082	Performance	Allow for a user defined business process requirements template built into the tool to document the process and reasons for the methods/assumptions; in addition to resulting in an automated process flowchart.	X									
BF-083	Performance	Accept monthly load (or more frequently) of Actual data from multiple ledger sources (e.g.: from RCAS and later from the ERP solution) to multiple budget and forecast scenarios as well as an Actual scenario. The load can be scheduled daily or on demand. Ability to create an initial version, by line item, of the budget using the following: · Current year budget or actual plus/minus a percentage · Prior year budget or actual plus/minus a percentage · Current year budget plus or minus user-defined additions and/or reductions										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-084	Performance	Restrict access to different elements of the budget system to selected users based on a budget calendar (budget stage).	X									
BF-085	Performance	Allow strategy communication – the software has the ability to visually communicate the organization's strategy to users										
BF-086	Performance	User interface must be simple, intuitive, and easy to use.	X									
BF-087	Performance	Allow Personalization for the user (or system administrator) to tailor a user's view for their specific needs.										
BF-088	Performance	Allow Reporting Options and provide multiple reporting formats that are easy to understand and visually informing.										
BF-089	Performance	Allow graphical displays – performance data can be displayed graphically in multiple ways for maximum clarity and understanding										
BF-090	Analysis	Perform scenario analysis to support the addition/deletion/combination of discrete decision packages to form a new scenario.										
BF-091	Analysis	Assign a priority factor to a decision package within budget submissions										
BF-092	Analysis	Perform "what if" forecasting to analyze the impact of departmental changes by identifying additional positions, functions, costs, etc.										
BF-093	Analysis	Review multiple versions of budget online with proper security authority.										
BF-094	Analysis	Provide information on contracts expenditures (i.e.: how much has been spent out of a contract).										
BF-095	Analysis	Establish and track long-range (10 -20 year) capital budget plans.										
BF-096	Analysis	Balance budgeted amounts against either: a spending plan, or the pooled(joint/shared services) expenditures.										
BF-097	Analysis	Generate budget review documents within a user defined date range.										
BF-098	Analysis	Track the history of budget estimates and budget structure.										
BF-099	Analysis	Project year-end estimates of expenditures based on user-defined formulas. (Projected Actuals)										
BF-100	Analysis	Drill down to the lowest level of budget detail.										
BF-101	Analysis	Access and report capital project milestones, schedules and their financial information.										
BF-102	Analysis	Calculate net present value for projects in a standardized manner for all capital programs. Proposed capital budget investment alternatives with sensitivity analysis for alternative discount rate assumptions. Store scenarios and rate assumptions.	X									
BF-103	Analysis	Have Excel integration to support forecasting and projections	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-104	Analysis	Query a range, Functional Item, Job, Project, and Program (and chart of accounts if required) segments and apply a user defined algorithm to designate balances, including entering a lump sum balance.	X									
BF-105	Analysis	Perform an unlimited number of on-line simulation "what-if" analyses.										
BF-106	Analysis	Perform out-year analyses going out 2-30 years.										
BF-107	Analysis	Model labor cost impacts of future labor agreement changes										
BF-108	Analysis	Provide a trend analysis by user-defined period.	X									
BF-109	Approval	Track the process of approvals and modifications										
BF-110	Approval	Attach substantial narrative information to: Decision packages Department budgetary submission										
BF-111	Approval	Adjust priority factors within a submitted decision package										
BF-112	Approval	Sort reporting of decision packages by priority status, dollar amount, etc.										
BF-113	Approval	Associate narratives to a given decision package for historic/audit trail purposes.										
BF-114	Approval	Associates narratives/graphics to a given decision package for budget production purposes.										
BF-115	Approval	Track, through an audit trail, every movement of the budget worksheets through the preparation, review and approval process	X									
BF-116	Approval	Incorporate approved decision packages at the budget authority level.										
BF-117	Approval	Decision packages are retained on a historical basis within a budget prep year.										
BF-118	Approval	Track budget amendment detail including, but not limited to, date of change, narrative justification for the change, legislative authority for change, type and amount of change.										
Budget & Decision Support System - Reporting Functionality												
RF-001	Reporting	Group account numbers for internal and external reporting purposes.										
RF-002	Reporting	Merge other module data into budget reports (e.g., budgeted and actual positions).										
RF-003	Reporting	Provide the following online queries by year and by period: Beginning Expenditure Balance Beginning Expenditure Budget Amended Expenditure Budget Actual Expenditures (YTD through a selected month) Actual Miscellaneous Revenues (YTD through a selected month) Transfers (In and Out) Available Expenditure Budget Balance Miscellaneous Revenue Report including: Miscellaneous Revenue Budget Amended Misc. Revenue Budget Actual Misc. Revenue (YTD through a selected month)										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
RF-004	Reporting	Generate a standard, customizable budget variance report.										
RF-005	Reporting	Generate project reports/inquiries by funding source and by project type.										
RF-006	Reporting	Generate user defined reports										
RF-007	Reporting	Report on year-to-date and life to date actuals, year to date projected, adopted, amended, and expenditure plan.										
RF-008	Reporting	Allow on-line, real-time inquiry into any time period for any account, at any accounting level, both miscellaneous revenues and expenditures, both budget and actual. Include at least five years of historical data for operating, and life-to-date for capital projects. Queries must be able to be done for all expenditures at once or for any user defined combination of expenditures.										
RF-009	Reporting	Allow narrative text entry on variance reports.	X									
RF-010	Reporting	Report budget balances by dollar amount and percentage.										
RF-011	Reporting	Generate user defined detailed and summary reports for user defined periods at various organization levels using real time data from Financials, Human Capital Management and the budget system that can be exported easily to other applications and documents.										
RF-012	Reporting	Automatically report by cost center on year-to-date variances over a user-defined percentage (e.g., 10%) or by user-defined dollar value.										
RF-013	Reporting	Develop a standard set of reports and queries for end- users to use on a regular basis.										
RF-014	Reporting	Generate reports identifying each budget transaction by type and transaction number.										
RF-015	Reporting	Generate a budget history report and allow inquiry into current and previous year budgeted and actual amounts.										
RF-016	Reporting	Create publishable budget tables, charts, and graphs, with narrative, automatically.	X									
RF-017	Reporting	Create a dashboard to check budget/actual progress.										
RF-018	Reporting	Create dashboards that are configurable and provide the ability to filter/drill down based on period, function, department, etc.										
RF-019	Reporting	Show dashboard date in real time, displaying progression and/or comparisons (process summaries).										
RF-020	Reporting	Filter the reports/dashboards to allow for different views.										
RF-021	Reporting	Have detailed list views.										
RF-022	Reporting	Do period to period comparison reporting.										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
RF-023	Reporting	Print all type of reports/dashboards/queries.										
RF-024	Reporting	Create KPIs and provide daily, monthly, yearly reporting on the KPIs.										
RF-025	Reporting	Compare KPI's, month over month, year over year etc.										
RF-026	Reporting	Create comparison reports of direct and indirect reports within function.										
RF-027	Reporting	Create approval reports for audit purposes.										
RF-028	Reporting	Create approval reports with date and time stamp.										
RF-029	Reporting	Schedule reports.										
RF-030	Reporting	Produce email lists.										
RF-031	Reporting	Provide configurable reports/dashboard tools based on roles or function.										
RF-032	Reporting	Generate related Ad hoc reporting by user defined criteria.										
RF-033	Reporting	Interface with third party applications for the purpose of consolidated management reporting and dashboards.										
RF-034	Reporting	Report on all fields in the database, to establish metrics and benchmarks against this data without having to perform a labor intensive exercise.										
RF-035	Reporting	Create and report all the data elements (all visible and hidden data fields) and export for additional analyses.										
RF-036	Reporting	Export reports in to various formats such as Excel, csv, pdf etc.	X									
RF-037	Reporting	Create/run ad hoc reports/queries (from both the Core/Base Solution and the Reporting Solution).	X									
RF-038	Reporting	Report on and by hierarchy and security roles.										
RF-039	Reporting	Save reports and query.										
RF-040	Reporting	Create reports/dashboards based on a number of data elements based on the business requirements.										
RF-041	Reporting	Generate standard reports/statements that are legislatively required.										
RF-042	Reporting	Convert the data in the reports into a graphical view (i.e., bar charts, pie charts etc.)										
RF-043	Reporting	Run "what if" scenario reports and forecasts.										
RF-044	Reporting	The system must have the capability to allow users to report on the total project budget dollars using the grouping of the various classifications, such as, but not limited to: Generation, Transmission, & Distribution, Functional Reporting classifications, Organizational Reporting, etc.										
RF-045	Reporting	The system must have the capability to report Estimated cost vs. Actual + Committed costs and Life Cost at various levels including but not limited to: Company, Service, Project, Work Order, Cost Type.										
Budget & Decision Support System - Technical Functionality												
SF-001	User Interface	Support branding and company style sheets.										
SF-002	User Interface	Support configuration of presentation panels.										
SF-003	User Interface	Support basic and enhanced search capabilities.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
SF-004	User Interface	Support user capability to tailor "screen layout" to their preferences.										
SF-005	User Interface	Support use of "smart" forms.										
SF-006	User Interface	Supports use of Unicode.										
SF-007	User Interface	Supports access via internet.										
SF-008	User Interface	Support access via LADWP intranet.										
SF-009	User Interface	Support access via mobile devices (for self-service).										
SF-010	User Interface	Provide field level edits to ensure validity of the data being entered into the system.										
SF-011	User Interface	Edit online user help.										
SF-012	User Interface	Display for user inquiry the related item preceding and/or following the current item on screen, within the flow of a process (e.g., display previous / display next).	X									
SF-013	User Interface	Self-service screens to be read with minimal training.										
SF-014	User Interface	Customize available portal view based on role and/or individually.										
SF-015	User Interface	Spell check free-form data entry.										
SF-016	User Interface	Check grammar in free-form data entry fields.										
SF-017	User Interface	Provide an Executive dashboard summary of budget and decision support.	X									
SF-018	Workflow Processing	Link screens/functions together to facilitate processes.										
SF-019	Workflow Processing	Create routing or distribution lists may be defined for turnaround documents/forms (separate from approvals).	X									
SF-020	Workflow Processing	Show progress of transactions along the workflow.	X									
SF-021	Workflow Processing	Notifications to include a link to the relevant data.	X									
SF-022	Workflow Processing	Escalate to the next manager up if no action is taken by the manager.	X									
SF-023	Workflow Processing	Send documents electronically based on defined routing lists.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
SF-024	Workflow Processing	Have electronic "approval" fields within the document.	X									
SF-025	Workflow Processing	Use hierarchies used to control approvals	X									
SF-026	Workflow Processing	Accommodate workflow approvals (by "role" as opposed to specific individuals) of various processes and documents.	X									
SF-027	Workflow Processing	Capture electronic signatures.										
SF-028	Workflow Processing	Create workflow easily.										
SF-029	Workflow Processing	Easily modify work flows by end user departments in the event of temporary process changes (with proper security).										
SF-030	Workflow Processing	Support delegation of authority.										
SF-031	Workflow Processing	Inquire on workflow items that are in-process.										
SF-032	Workflow Processing	Allow integration of workflow from other solutions.										
SF-033	Workflow Processing	Support automated email notification for specific events and/or intervals.	X									
SF-034	Workflow Processing	Support completion of workflow from email (i.e., click here to approve).	X									
SF-035	Workflow Processing	Create wordlists and designate favorites.										
SF-036	Workflow Processing	Create the workflows with flexible timelines.										
SF-037	Workflow Processing	Create system generated notifications/communications for each step/status within the workflow created.										
SF-038	Workflow Processing	Make changes to employee, payroll or financial data without impacting activity in other processes.										
SF-039	Organizational Classifications	Use organizational hierarchies to control security access.										
SF-040	Query/Reporting	Perform queries on all data fields.	X									
SF-041	Query/Reporting	Run reports for an "as of" an effective date and on a cumulative basis.										
SF-042	Query/Reporting	Query capability to be used with on-screen searching.										
SF-043	Query/Reporting	Query capability to be used with reports, spreadsheets.										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
SF-044	Query/Reporting	Add, rename and/or delete fields or change field lengths.										
SF-045	Query/Reporting	Use third party report generators.										
SF-046	Query/Reporting	Provide Printer control: # copies, priority, start-time.										
SF-047	Query/Reporting	Allow user defined formulas in reports.										
SF-048	Query/Reporting	Produce historical reports, to represent table entries active at that point in time the record was active.										
SF-049	Query/Reporting	Schedule Reports to run at any specified time.										
SF-050	Query/Reporting	Support business intelligence / analytics capability.										
SF-051	Query/Reporting	Provide an ad hoc reporting tool that will allow end-users to select, sort, and sub-total data from the employee database and print reports or download to spreadsheets.										
SF-052	Query/Reporting	Restrict views of data based on security and data protection rules.										
SF-053	Application Security	Integrate with LADWP's Corporate Active Directory (LDAP) and/or Oracle Identity Management for User and Password Authentication. This needs to be an automated interface.										
SF-054	Application Security	Have security profiles to restrict or allow access to screen, transaction, field, standard/ad hoc report.										
SF-055	Application Security	Generate a Security violations audit trail to integrate with LADWP's Cyber Security Information and Event Management System (SIEM).										
SF-056	Application Security	Copy security role-based access from one user to another or establish a user profile and assign users to a profile.										
SF-057	Application Security	Add a company designation/role to multiple users (easily).										
SF-058	Application Security	Single sign on capability.										
SF-059	Application Security	Restrict capability to change data based on role based approach.										
SF-060	Application Security	Encrypt data files.										
SF-061	Audit Trail	Report on data changes by field.										
SF-062	Audit Trail	Record transaction date/time.										
SF-063	Audit Trail	Record and show Before and After values.										
SF-064	Audit Trail	Record Operator Identification of user making the change (regardless of whether the change is human generated or system generated).										
SF-065	Audit Trail	Support Sarbanes Oxley compliance and Attestation Standards such as SSAE No. 16.										
SF-066	Audit Trail	Track where the change initiated from (user, self service, PDA, message).										
SF-067	Audit Trail	Record user-defined Fields in audit trail.										
SF-068	Audit Trail	Store ad hoc attachments/presentations such as PowerPoint, pdf's other documents or communications.										
SF-069	Audit Trail	Load an electronic signature.										
SF-070	Data Requirements	Store data elements required by / provided by external applications.										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
SF-071	Technical Information	Access via Internet Explorer version II (or the latest standard at the time of the contract).										
SF-072	Technical Information	Access via Safari (optional).										
SF-073	Technical Information	Access via Chrome (optional).										
SF-074	Technical Information	Access via Firefox ESR version 45.4 (or the latest standard at the time of the contract).										
SF-075	Technical Information	Access via Edge (optional)										
SF-076	Technical Information	Access via iOS.										
SF-077	Technical Information	Create specific new fields in the master records to track LADWP specified data.										
SF-078	Technical Information	Maintain history for selected data elements in the record.										
SF-079	Technical Information	Provide system performance measuremets.	X									
SF-080	Technical Information	Support table-driven fields for descriptions that enables user-defined descriptions.										
SF-081	Technical Information	Provide system performance measurement reporting and ability to generate customized reporting.										
SF-082	Technical Information	Support Object Linking and Embedding (OLE) file attachments at LADWP defined points in the solution.										
SF-083	Interexchange of Data	Exchange data with third party applications in a standardized / defined way.										
SF-084	User Definable Forms	Use built-in toolsets to develop LADWP forms/templates.										
SF-085	User Definable Forms	Support click & drag items both on and off forms from an easy view data dictionary, independent of actual database structure.	X									
SF-086	User Definable Forms	Locate items on any location within a form.										
SF-087	User Definable Forms	Create multi-part forms with standard Windows controls (e.g., radio buttons, pull-downs, look-ups, calendars, etc.)										
SF-088	User Definable Forms	Support standard paper sizes Letter, Legal, A4, etc. for hard copy output.										
SF-089	Application Configuration / Development Tools	Provide Integrated development tool(s) support panel, menu, field, record modification/additions.	X									
SF-090	Application Configuration / Development Tools	Control which fields are required (must enter).										
SF-091	Application Configuration / Development Tools	Control which fields are historical in nature.										
SF-092	Application Configuration / Development Tools	Update/modify/define field edits/defaults.	X									
SF-093	Application Configuration / Development Tools	Create summary screens or views.										
SF-094	Application Configuration / Development Tools	Process global mass updates.										
SF-095	Application Configuration / Development Tools	Un-do mass update.										
SF-096	Application Configuration / Development Tools	Import/export files.										
SF-097	Application Configuration / Development Tools	Provide a common file structure for Import/Export record layout.										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
SF-098	Application Configuration / Development Tools	Provide online system, screen, field level help.										
SF-099	Application Configuration / Development Tools	Edit Help.										
SF-100	Application Configuration / Development Tools	Perform required table maintenance.	X									

PART B – Initial Programs

This Oracle Ordering Document CPQ-1123693 is attached and incorporated as Section 3 of Part B of this Exhibit H – Statement of Work



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Los Angeles Department of Water & Power	Contact	Ben Truong
Address	111 North Hope ST Los Angeles CA 90012	Phone Number	(213) 367-0527
		Email Address	ben.truong@ladwp.com

Programs and Program-Related Service Offerings		
Description / License Type	Quantity	Net Fee
Oracle Hyperion Financial Data Quality Management - Application User Perpetual	25	12,500.00
Software Update License & Support		2,750.00
Oracle Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual	25	3,000.00
Software Update License & Support		660.00
Oracle Hyperion Planning Plus - Application User Perpetual	671	469,700.00
Software Update License & Support		103,334.00
Programs and Program-Related Service Offerings Fees		591,944.00

Fee Description		Net Fee
Program Fees		485,200.00
Software Update License & Support Fees		106,744.00
Total Fees		591,944.00

PART B – Initial Programs

This Oracle Ordering Document CPQ-1123693 is attached and incorporated as Section 3 of Part B of this Exhibit H – Statement of Work

A. Agreement and Modifications to the Agreement

1. Agreement

- a. This order incorporates by reference the terms of the Agreement US-GMA-1994392 by and between the City of Los Angeles Department of Water & Power ("LADWP", "You", "Your") and Oracle America, Inc. ("Oracle") and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
- b. For Your internal tracking purposes, You have assigned the following agreement number to the Agreement: Agreement No. 47538.

2. Applicable Schedule

Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees and Pricing Invoicing and Payment Obligation

- a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.
- b. You have ordered Programs and 12 months of technical support services.
- c. Provided that You comply with the delivery terms in the Delivery and Installation Section of this order, in those jurisdictions that exempt from sales or use taxes electronically downloaded software, Oracle will not invoice You for those taxes based on the net license fees and net technical support fees for the programs listed above delivered via electronic download and for all updates to these programs delivered via electronic download.
- d. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.
- e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

2. Territory

The Program licenses included on this order are for use in United States.

3. Delivery and Installation

- a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.
- b. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com/> the programs listed above. Through the Internet URL, You may access and electronically download to the location indicated in this order the current production release (i.e., as of the effective date of this order) of the software and related program documentation for each program listed above. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this order, electronic download or otherwise.

Provided that You have continuously maintained technical support for the programs for the licensed quantities listed above, Oracle will make available to You for electronic download the updates provided under technical support to the programs listed above.

Should You require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (i) as of the effective date of this order, You have not received any tangible media for the programs listed above, (ii) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed above or for any updates to these programs, (iii) You have requested to receive via electronic delivery all updates for the programs listed above that are provided by Oracle under

PART B – Initial Programs

This Oracle Ordering Document CPQ-1123693 is attached and incorporated as Section 3 of Part B of this Exhibit H – Statement of Work

Oracle's technical support services, and (iv) You are solely responsible for ensuring that You do not order tangible media from Oracle for the programs which You receive via electronic delivery or for any updates to these programs.

In the event that You order updates for delivery via tangible media shipment (e.g., shipment of CD Pack(s)), sales taxes and interest may be due, and You agree to reimburse Oracle for any applicable sales taxes and interest (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the agreement).

4. Technical Support

Notwithstanding anything to the contrary in the Agreement, for the purposes of the first renewal year, the amount of the prior year's fees is based on 12 months of technical support and is equal to \$106,744.00.

5. Technical Support Caps

a. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "**SULS**") acquired with this order may be renewed annually.

b. If You renew SULS for the same number of licenses for the same Programs, for the support periods specified in the technical support renewal table below, the annual fee for SULS for the applicable period will not increase by more than the percentages stated in the table below:

First Day of Technical Support is Between:	Not to Exceed Annual Increase Over Previous Year's SULS Fee
May 31, 2020 – May 30, 2021	0%
May 31, 2021 – May 30, 2022	0%
May 31, 2022 – May 30, 2023	2%
May 31, 2023 – May 30, 2024	2%
May 31, 2024 – May 30, 2025	2%
May 31, 2025 – May 30, 2026	5%
May 31, 2026 – May 30, 2027	5%
May 31, 2027 – May 30, 2028	5%
May 31, 2028 – May 30, 2029	5%
May 31, 2029 – May 30, 2030	5%

c. Nothing in this ordering document shall be deemed to relieve You of Your obligation to maintain technical support for the following programs with CSI number 15539154 in order to receive the technical support caps set forth above:

- Hyperion System 9 Performance Scorecard - Named Interactive User Perpetual
- Hyperion System 9 Performance Scorecard - Test and Development Perpetual
- Hyperion System 9 Performance Scorecard - Workgroup Tier Perpetual

In the event that You cancel or desupport the above-listed licenses, the annual technical support fees on this order shall be recalculated in accordance with Oracle's then-current Software Technical Support Policies.

6. Offer Validity

This order is valid through 31-MAY-2019 and shall become binding upon express incorporation of this order, by reference and attachment, to the SOW between the parties and the mutual execution of the Agreement and such SOW by the parties.

7. Effective Date

The effective date is the date indicated in the SOW.

8. License Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules v030819 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

PART B – Initial Programs

This Oracle Ordering Document CPQ-1123693 is attached and incorporated as Section 3 of Part B of this Exhibit H – Statement of Work

C. Other

1. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the SOW that incorporates the order with the footer CPQ-856424 between the parties. If the parties do not simultaneously execute the SOW that incorporates the order with the footer CPQ-856424 and this order, this order shall be deemed to have no legal effect, even if executed.

2. Functional and Technical Matrix for Certain Products on This Order

For purposes of this order only, and for the following products specified in the tables above A only, a functional and technical matrix for such products is attached hereto as Appendix 1:

- Oracle Hyperion Planning Plus - Application User Perpetual
- Oracle Hyperion Financial Data Quality Management for Oracle Hyperion Enterprise Planning Suite - Application User Perpetual
- Oracle Hyperion Financial Data Quality Management Adapter for Financial Management - Application User Perpetual

The functional and technical matrix includes features which are not available without configuration of the products, implementation services, or other related professional consulting services, which are not included in this order.

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Los Angeles Department of Water & Power	Customer Name	Los Angeles Department of Water & Power
Customer Address	111 North Hope St. LOS ANGELES CA 90012	Customer Address	111 North Hope St. LOS ANGELES CA 90012
Contact Name	Ana Mesa-Mahan	Contact Name	Rita Khurana-Carwile
Contact Phone	213-367-3898	Contact Phone	213-367-0645
Contact Email	ana.mesa-mahan@ladwp.com	Contact Email	Rita.Khurana-Carwile@ladwp.com

**Appendix 1 –
Functional and Technical Matrix, as described in section C.2 of ordering document
with footer reference number CPQ-1123693**

The functional and technical matrix includes features which are not available without configuration of the products, implementation services, or other related professional consulting services,
which are not included in the ordering document with footer reference number CPQ-1123693, to which this Appendix 1 is attached.

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
Budget & Decision Support System - Business Functionality												
BF-001	Labor Budgeting	Create budget relationships (e.g., salary changes automatically adjust benefits, A&G, S&E and vice versa).										
BF-002	Labor Budgeting	Forecast various union contracts scenarios (COLA what if analysis).										
BF-003	Labor Budgeting	Calculate annual personnel salary costs by position for all full-time and authorized part-time positions; for a bargaining unit within an organization; or for other user defined selection criteria.										
BF-004	Labor Budgeting	Calculate “estimated” annual personnel costs for the budget period/year using estimated cost factors and current employee salary data from payroll system (EIS).										
BF-005	Labor Budgeting	Calculate annual personnel costs for vacant positions and calculate salary cost based on default salary range and steps.										
BF-006	Labor Budgeting	Calculate annual personnel costs for vacant positions based on estimated start date (partial year FTEs).										
BF-007	Labor Budgeting	Support multiple types of positions, including but not limited to: Full-time Part-time Reduced schedule Seasonal Hourly Temporary										
BF-008	Labor Budgeting	Perform the following operations online with the proper security authorization: - Add or delete the number of positions - Reclassification of positions at a user-defined point in time and maintains the historical information of the change - Transfer of positions at a user specified time between organizational units, departments, projects, programs, grants, etc. and maintains the historical information of the change - Modify filled/vacant status	X									
BF-009	Labor Budgeting	Spread dollars across months										
BF-010	Labor Budgeting	Accommodate the following Data Elements for position data: Position number; class code; DDR, Compensation type (i.e., monthly salary, or hourly); Classification type (i.e., full-time, part-time, and seasonal); Effective start date; union code and other user defined data.										
BF-011	Labor Budgeting	Budget for “salary savings” (a negative item).										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-012	Labor Budgeting	Calculate budget for benefits specified by labor agreements for certain affected employees, such as shift differential, standby pay, clothing and tool allowances.										
BF-013	Labor Budgeting	Budget for COLA adjustments during budget preparation and additional adjustments throughout the year for specified groups of employees.										
BF-014	Labor Budgeting	Create proposed new job classes for future positions & corresponding pay grade structures to support forecasting for future positions.										
BF-015	Labor Budgeting	Create budgeted vs. occupancy to generate occupancy report with few manual adjustments at user defined levels (such as divisions) through interface/integration with HRMS.										
BF-016	Labor Budgeting	Enter and track single or multiple funding sources (F/Job) for each position.	X									
BF-017	Labor Budgeting	Project wages and salary figures by budget year and remaining years for type of position.										
BF-018	Labor Budgeting	Route position change requests online to managers for approval during the budget process.										
BF-019	Labor Budgeting	Provide functionality to track authorized, filled, and vacant positions, and flag all unauthorized positions utilized in the Budget.	X									
BF-020	Labor Budgeting	Move positions easily within and across organizations and move their budget with them.	X									
BF-021	Budget Preparation	Support multiple budget scenarios and save them as budget versions.										
BF-022	Budget Preparation	Support the following types of organizational budget views: Vertical (department grouping of common functions) Department Division Grant number Program Project										
BF-023	Budget Preparation	Support the following types of financial budget views: Fund (Water and Power) Functional Item Type (e.g., Capital, O&M, services, allocations, and others) Funding Source (e.g., base rate or pass through) Recovery Mechanism Category (e.g., infrastructure, water quality, etc.) Line Item										
BF-024	Budget Preparation	Support the following types of Planning view: Multi-year Capital Plan Multi-year O&M Plan Miscellaneous Revenue Planning Ad hoc views										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-025	Budget Preparation	Allow users to review budget baseline and actuals.										
BF-026	Budget Preparation	Construct a budget worksheet by defined levels (by Functional Item, Job, Program, and in the chart of accounts if required); Department Division Responsibility center Sub-object										
BF-027	Budget Preparation	Include miscellaneous revenue items within budget worksheet documents.										
BF-028	Budget Preparation	Create budget worksheets for a range of items, Program, Functional Item, Job and Cost Element, and in the chart of accounts if required, using the following budget bases: Zero balances in all accounts Ad hoc worksheets established at the object level, within a responsibility center Current year's adjusted budget Current year's original budget Current year's actual financial results for the last closed period Last year's approved budget Last year's actual financial results Current year's budget or actual plus/minus a percentage										
BF-029	Budget Preparation	Produce budget worksheet information including: Two or more years historical budget and actual data (inclusion of historical data) Current year's actual financial results for the last closed period Current Year Original Budget Current Year Adjusted Budget Current Year Projected Next Year's Budget Next Three Years Budget										
BF-030	Budget Preparation	Allow Budget Office to "push" worksheets out to departments electronically for budget preparation.	X									
BF-031	Budget Preparation	Automatically load expenditure & miscellaneous revenue budgets from final budget version.										
BF-032	Budget Preparation	Calculate the difference between budget versions.										
BF-033	Budget Preparation	Spread global cost reductions and increases across object items within a responsibility center by: Based upon an absolute dollar amount Based on a % adjustment factor	X									
BF-034	Budget Preparation	Carry forward data from one version to the next version.										
BF-035	Budget Preparation	Support multiple fiscal year measures										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-036	Budget Preparation	Import actuals from the Responsibility Cost Accounting System (RCAS) in interim BSR, and from general ledger module for ERP.										
BF-037	Budget Preparation	Import current year final adopted and adjusted budget data.										
BF-038	Budget Preparation	Associate multiple funding sources to Programs, Functional Items, Jobs.										
BF-039	Budget Preparation	Round to the nearest user-defined specific dollar amount										
BF-040	Budget Preparation	Group add/reduction requests together to form a decision package.										
BF-041	Budget Preparation	Forecast current year budget and actuals based on: Straight line projection on current year actual Percentage based on last year actual User entered formula Last year actual or budget for the remainder of the current fiscal year Seasonality Save multiple forecasts as scenarios.	X									
BF-042	Budget Preparation	Create a driver based forecast (e.g. number of poles)										
BF-043	Budget Preparation	Communicate mapping of strategic goals to Rates Metrics and forecasts										
BF-044	Budget Preparation	Create budgets and forecasts at the Program, Functional Item and Job levels.										
BF-045	Budget Preparation	Apply a percentage increase or decrease to a budgeted figure (cost element, Job, and FI) or set of figures after the initial version is created.										
BF-046	Budget Preparation	Perform capital budgeting independent of the operating budget process.										
BF-047	Budget Preparation	Forecast current year-end actual, by line item, based on: · Prior year spending pattern · User defined formula · Last year actual or budget for the remainder of the current fiscal year · Straight line projection										
BF-048	Budget Preparation	Identify and track funding requirements for capital projects over the course of multiple fiscal years and budgeting periods.										
BF-049	Budget Preparation	Budget by option/phase for phases that are different for different types of capital projects.	X									
BF-050	Budget Preparation	Allow budget office to push via workflow the system- embedded worksheets out to divisions electronically for budget preparation.	X									
BF-051	Budget Preparation	Send alerts and instructions to system users.	X									
BF-052	Budget Preparation	Allow divisions to return budget worksheets back to the budget office electronically via workflow.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-053	Budget Preparation	Security-enabled workflow for budget development, consolidation, and approval, with an audit trail.	X									
BF-054	Budget Preparation	Allow the addition of budget narrative to capture budget request justifications and assumptions.	X									
BF-055	Budget Preparation	Link detailed supporting documents and worksheets to substantiate budget requests, projections, variance analyses, or amendments for all budget system processes.										
BF-056	Budget Preparation	Consolidate the budget by user-definable levels (i.e. fund, program, functional item type, department, grant).										
BF-057	Budget Preparation	Calculate AFUDC based on user designed formulas.										
BF-058	Budget Preparation	Allow negative budget amounts in any account/option, capital and operating.										
BF-059	Budget Preparation	Easily import and export budget, financial and employee data in electronic formats (including Excel, MS Project, Primavera, and Access through an ODBC interface).										
BF-060	Overheads/Allocations and Escalations	Allow users to define budget relationships of overhead cost and cost drivers to automatically calculate and update central overhead rates by Fiscal Year and update central tables										
BF-061	Overheads/Allocations and Escalations	Calculate overheads and allocations in real time for the user										
BF-062	Overheads/Allocations and Escalations	Run allocation and escalation rates on a timely basis (user defined)										
BF-063	Overheads/Allocations and Escalations	Import actual depreciation data to calculate service and allocation pool costs.										
BF-064	Overheads/Allocations and Escalations	Allow for the entry of multiple overhead, allocation, and escalation rates for a project where that project spans over multiple years.										
BF-065	Overheads/Allocations and Escalations	Track and calculate Central Rates and restrict access to who can change rates.										
BF-066	Overheads/Allocations and Escalations	Calculate and populate central rate adjustments during the budgeting process.										
BF-067	Overheads/Allocations and Escalations	Automatically generate and update multi-year allocation and escalation factors	X									
BF-068	Overheads/Allocations and Escalations	Define budget relationships of services providers and service receiver to calculate/update balancing (escalating) factors and update corporate tables	X									

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
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BF-069	Cross-fund Budgeting	Define and apply cross-fund billing and reimbursement at a job level (project)	X									
BF-070	Cross-fund Budgeting	Allow both the giver and receiver of planned transfers between funds to review and approve the transfer amount before the budget is finalized.	X									
BF-071	Performance	Allow departments across the organization to access budget information on-line for their unit.										
BF-072	Performance	Access all expenditure and miscellaneous revenue line items currently in use by the budget system.										
BF-073	Performance	Allow decentralized users (e.g., departments) to save multiple budget scenarios										
BF-074	Performance	Allow decentralized users to submit one of multiple saved budget scenarios										
BF-075	Performance	Track performance measures (rates metrics) at the following levels: Department goal level Project level Program level										
BF-076	Performance	Support decentralized budget development through the Intranet.										
BF-077	Performance	Accept entry of budget requests at all organizational levels based on user authorization.	X									
BF-078	Performance	Prohibit multiple users from updating the same record simultaneously.	X									
BF-079	Performance	Prevent department level users from updating budget information after it has been submitted.										
BF-080	Performance	Allocate budget amounts quarterly for projections purposes										
BF-081	Performance	Perform monthly budgeting and rolling forecast										
BF-082	Performance	Allow for a user defined business process requirements template built into the tool to document the process and reasons for the methods/assumptions; in addition to resulting in an automated process flowchart.	X									
BF-083	Performance	Accept monthly load (or more frequently) of Actual data from multiple ledger sources (e.g.: from RCAS and later from the ERP solution) to multiple budget and forecast scenarios as well as an Actual scenario. The load can be scheduled daily or on demand. Ability to create an initial version, by line item, of the budget using the following: · Current year budget or actual plus/minus a percentage · Prior year budget or actual plus/minus a percentage · Current year budget plus or minus user-defined additions and/or reductions										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
BF-084	Performance	Restrict access to different elements of the budget system to selected users based on a budget calendar (budget stage).	X									
BF-085	Performance	Allow strategy communication – the software has the ability to visually communicate the organization's strategy to users										
BF-086	Performance	User interface must be simple, intuitive, and easy to use.	X									
BF-087	Performance	Allow Personalization for the user (or system administrator) to tailor a user's view for their specific needs.										
BF-088	Performance	Allow Reporting Optionsand provide multiple reporting formats that are easy to understand and visually informing.										
BF-089	Performance	Allow graphical displays – performance data can be displayed graphically in multiple ways for maximum clarity and understanding										
BF-090	Analysis	Perform scenario analysis to support the addition/deletion/combination of discrete decision packages to form a new scenario										
BF-091	Analysis	Assign a priority factor to a decision package within budget submissions										
BF-092	Analysis	Perform "what if" forecasting to analyze the impact of departmental changes by identifying additional positions, functions, costs, etc.										
BF-093	Analysis	Review multiple versions of budget online with proper security authority.										
BF-094	Analysis	Provide information on contracts expenditures (i.e.: how much has been spent out of a contract).										
BF-095	Analysis	Establish and track long-range (10 -20 year) capital budget plans.										
BF-096	Analysis	Balance budgeted amounts against either: a spending plan, or the pooled(joint/shared services) expenditures.										
BF-097	Analysis	Generate budget review documents within a user defined date range.										
BF-098	Analysis	Track the history of budget estimates and budget structure.										
BF-099	Analysis	Project year-end estimates of expenditures based on user-defined formulas. (Projected Actuals)										
BF-100	Analysis	Drill down to the lowest level of budget detail.										
BF-101	Analysis	Access and report capital project milestones, schedules and their financial information.										
BF-102	Analysis	Calculate net present value for projects in a standardized manner for all capital programs. Proposed capital budget investment alternatives with sensitivity analysis for alternative discount rate assumptions. Store scenarios and rate assumptions.	X									
BF-103	Analysis	Have Excel integration to support forecasting and projections	X									

Requirements Matrix for the System Functionality				Service Provider Response								
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BF-104	Analysis	Query a range, Functional Item, Job, Project, and Program (and chart of accounts if required) segments and apply a user defined algorithm to designate balances, including entering a lump sum balance.	X									
BF-105	Analysis	Perform an unlimited number of on-line simulation "what-if" analyses.										
BF-106	Analysis	Perform out-year analyses going out 2-30 years.										
BF-107	Analysis	Model labor cost impacts of future labor agreement changes										
BF-108	Analysis	Provide a trend analysis by user-defined period.	X									
BF-109	Approval	Track the process of approvals and modifications										
BF-110	Approval	Attach substantial narrative information to: Decision packages Department budgetary submission										
BF-111	Approval	Adjust priority factors within a submitted decision package										
BF-112	Approval	Sort reporting of decision packages by priority status, dollar amount, etc.										
BF-113	Approval	Associate narratives to a given decision package for historic/audit trail purposes.										
BF-114	Approval	Associates narratives/graphics to a given decision package for budget production purposes.										
BF-115	Approval	Track, through an audit trail, every movement of the budget worksheets through the preparation, review and approval process	X									
BF-116	Approval	Incorporate approved decision packages at the budget authority level.										
BF-117	Approval	Decision packages are retained on a historical basis within a budget prep year.										
BF-118	Approval	Track budget amendment detail including, but not limited to, date of change, narrative justification for the change, legislative authority for change, type and amount of change.										
Budget & Decision Support System - Reporting Functionality												
RF-001	Reporting	Group account numbers for internal and external reporting purposes.										
RF-002	Reporting	Merge other module data into budget reports (e.g., budgeted and actual positions).										
RF-003	Reporting	Provide the following online queries by year and by period: Beginning Expenditure Balance Beginning Expenditure Budget Amended Expenditure Budget Actual Expenditures (YTD through a selected month) Actual Miscellaneous Revenues (YTD through a selected month) Transfers (In and Out) Available Expenditure Budget Balance Miscellaneous Revenue Report including: Miscellaneous Revenue Budget Amended Misc. Revenue Budget Actual Misc. Revenue (YTD through a selected month)										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
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RF-004	Reporting	Generate a standard, customizable budget variance report.										
RF-005	Reporting	Generate project reports/inquiries by funding source and by project type.										
RF-006	Reporting	Generate user defined reports										
RF-007	Reporting	Report on year-to-date and life to date actuals, year to date projected, adopted, amended, and expenditure plan.										
RF-008	Reporting	Allow on-line, real-time inquiry into any time period for any account, at any accounting level, both miscellaneous revenues and expenditures, both budget and actual. Include at least five years of historical data for operating, and life-to-date for capital projects. Queries must be able to be done for all expenditures at once or for any user defined combination of expenditures.										
RF-009	Reporting	Allow narrative text entry on variance reports.	X									
RF-010	Reporting	Report budget balances by dollar amount and percentage.										
RF-011	Reporting	Generate user defined detailed and summary reports for user defined periods at various organization levels using real time data from Financials, Human Capital Management and the budget system that can be exported easily to other applications and documents.										
RF-012	Reporting	Automatically report by cost center on year-to-date variances over a user-defined percentage (e.g., 10%) or by user-defined dollar value.										
RF-013	Reporting	Develop a standard set of reports and queries for end- users to use on a regular basis.										
RF-014	Reporting	Generate reports identifying each budget transaction by type and transaction number.										
RF-015	Reporting	Generate a budget history report and allow inquiry into current and previous year budgeted and actual amounts.										
RF-016	Reporting	Create publishable budget tables, charts, and graphs, with narrative, automatically.	X									
RF-017	Reporting	Create a dashboard to check budget/actual progress.										
RF-018	Reporting	Create dashboards that are configurable and provide the ability to filter/drill down based on period, function, department, etc.										
RF-019	Reporting	Show dashboard date in real time, displaying progression and/or comparisons (process summaries).										
RF-020	Reporting	Filter the reports/dashboards to allow for different views.										
RF-021	Reporting	Have detailed list views.										
RF-022	Reporting	Do period to period comparison reporting.										

Requirements Matrix for the System Functionality				Service Provider Response								
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ID	Sub-Process	Requirement	Demo by Proposer	Solution Product/Module Name	Out of the Box - No configuration required (Y or N)	With Configuration	With Customization	With Extension	LADWP User	LADWP Admin.	Contractor	
RF-023	Reporting	Print all type of reports/dashboards/queries.										
RF-024	Reporting	Create KPIs and provide daily, monthly, yearly reporting on the KPIs.										
RF-025	Reporting	Compare KPI's, month over month, year over year etc.										
RF-026	Reporting	Create comparison reports of direct and indirect reports within function.										
RF-027	Reporting	Create approval reports for audit purposes.										
RF-028	Reporting	Create approval reports with date and time stamp.										
RF-029	Reporting	Schedule reports.										
RF-030	Reporting	Produce email lists.										
RF-031	Reporting	Provide configurable reports/dashboard tools based on roles or function.										
RF-032	Reporting	Generate related Ad hoc reporting by user defined criteria.										
RF-033	Reporting	Interface with third party applications for the purpose of consolidated management reporting and dashboards.										
RF-034	Reporting	Report on all fields in the database, to establish metrics and benchmarks against this data without having to perform a labor intensive exercise.										
RF-035	Reporting	Create and report all the data elements (all visible and hidden data fields) and export for additional analyses.										
RF-036	Reporting	Export reports in to various formats such as Excel, csv, pdf etc.	X									
RF-037	Reporting	Create/run ad hoc reports/queries (from both the Core/Base Solution and the Reporting Solution).	X									
RF-038	Reporting	Report on and by hierarchy and security roles.										
RF-039	Reporting	Save reports and query.										
RF-040	Reporting	Create reports/dashboards based on a number of data elements based on the business requirements.										
RF-041	Reporting	Generate standard reports/statements that are legislatively required.										
RF-042	Reporting	Convert the data in the reports into a graphical view (i.e., bar charts, pie charts etc.)										
RF-043	Reporting	Run "what if" scenario reports and forecasts.										
RF-044	Reporting	The system must have the capability to allow users to report on the total project budget dollars using the grouping of the various classifications, such as, but not limited to: Generation, Transmission, & Distribution, Functional Reporting classifications, Organizational Reporting, etc.										
RF-045	Reporting	The system must have the capability to report Estimated cost vs. Actual + Committed costs and Life Cost at various levels including but not limited to: Company, Service, Project, Work Order, Cost Type.										
Budget & Decision Support System - Technical Functionality												
SF-001	User Interface	Support branding and company style sheets.										
SF-002	User Interface	Support configuration of presentation panels.										
SF-003	User Interface	Support basic and enhanced search capabilities.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
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SF-004	User Interface	Support user capability to tailor "screen layout" to their preferences.										
SF-005	User Interface	Support use of "smart" forms.										
SF-006	User Interface	Supports use of Unicode.										
SF-007	User Interface	Supports access via internet.										
SF-008	User Interface	Support access via LADWP intranet.										
SF-009	User Interface	Support access via mobile devices (for self-service).										
SF-010	User Interface	Provide field level edits to ensure validity of the data being entered into the system.										
SF-011	User Interface	Edit online user help.										
SF-012	User Interface	Display for user inquiry the related item preceding and/or following the current item on screen, within the flow of a process (e.g., display previous / display next).	X									
SF-013	User Interface	Self-service screens to be read with minimal training.										
SF-014	User Interface	Customize available portal view based on role and/or individually.										
SF-015	User Interface	Spell check free-form data entry.										
SF-016	User Interface	Check grammar in free-form data entry fields.										
SF-017	User Interface	Provide an Executive dashboard summary of budget and decision support.	X									
SF-018	Workflow Processing	Link screens/functions together to facilitate processes.										
SF-019	Workflow Processing	Create routing or distribution lists may be defined for turnaround documents/forms (separate from approvals).	X									
SF-020	Workflow Processing	Show progress of transactions along the workflow.	X									
SF-021	Workflow Processing	Notifications to include a link to the relevant data.	X									
SF-022	Workflow Processing	Escalate to the next manager up if no action is taken by the manager.	X									
SF-023	Workflow Processing	Send documents electronically based on defined routing lists.	X									

Requirements Matrix for the System Functionality				Service Provider Response								
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SF-024	Workflow Processing	Have electronic "approval" fields within the document.	X									
SF-025	Workflow Processing	Use hierarchies used to control approvals	X									
SF-026	Workflow Processing	Accommodate workflow approvals (by "role" as opposed to specific individuals) of various processes and documents.	X									
SF-027	Workflow Processing	Capture electronic signatures.										
SF-028	Workflow Processing	Create workflow easily.										
SF-029	Workflow Processing	Easily modify work flows by end user departments in the event of temporary process changes (with proper security).										
SF-030	Workflow Processing	Support delegation of authority.										
SF-031	Workflow Processing	Inquire on workflow items that are in-process.										
SF-032	Workflow Processing	Allow integration of workflow from other solutions.										
SF-033	Workflow Processing	Support automated email notification for specific events and/or intervals.	X									
SF-034	Workflow Processing	Support completion of workflow from email (i.e., click here to approve).	X									
SF-035	Workflow Processing	Create wordlists and designate favorites.										
SF-036	Workflow Processing	Create the workflows with flexible timelines.										
SF-037	Workflow Processing	Create system generated notifications/communications for each step/status within the workflow created.										
SF-038	Workflow Processing	Make changes to employee, payroll or financial data without impacting activity in other processes.										
SF-039	Organizational Classifications	Use organizational hierarchies to control security access.										
SF-040	Query/Reporting	Perform queries on all data fields.	X									
SF-041	Query/Reporting	Run reports for an "as of" an effective date and on a cumulative basis.										
SF-042	Query/Reporting	Query capability to be used with on-screen searching.										
SF-043	Query/Reporting	Query capability to be used with reports, spreadsheets.										

Requirements Matrix for the System Functionality				Service Provider Response								
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SF-044	Query/Reporting	Add, rename and/or delete fields or change field lengths.										
SF-045	Query/Reporting	Use third party report generators.										
SF-046	Query/Reporting	Provide Printer control: # copies, priority, start-time.										
SF-047	Query/Reporting	Allow user defined formulas in reports.										
SF-048	Query/Reporting	Produce historical reports, to represent table entries active at that point in time the record was active.										
SF-049	Query/Reporting	Schedule Reports to run at any specified time.										
SF-050	Query/Reporting	Support business intelligence / analytics capability.										
SF-051	Query/Reporting	Provide an ad hoc reporting tool that will allow end-users to select, sort, and sub-total data from the employee database and print reports or download to spreadsheets.										
SF-052	Query/Reporting	Restrict views of data based on security and data protection rules.										
SF-053	Application Security	Integrate with LADWP's Corporate Active Directory (LDAP) and/or Oracle Identity Management for User and Password Authentication. This needs to be an automated interface.										
SF-054	Application Security	Have security profiles to restrict or allow access to screen, transaction, field, standard/ad hoc report.										
SF-055	Application Security	Generate a Security violations audit trail to integrate with LADWP's Cyber Security Information and Event Management System (SIEM).										
SF-056	Application Security	Copy security role-based access from one user to another or establish a user profile and assign users to a profile.										
SF-057	Application Security	Add a company designation/role to multiple users (easily).										
SF-058	Application Security	Single sign on capability.										
SF-059	Application Security	Restrict capability to change data based on role based approach.										
SF-060	Application Security	Encrypt data files.										
SF-061	Audit Trail	Report on data changes by field.										
SF-062	Audit Trail	Record transaction date/time.										
SF-063	Audit Trail	Record and show Before and After values.										
SF-064	Audit Trail	Record Operator Identification of user making the change (regardless of whether the change is human generated or system generated).										
SF-065	Audit Trail	Support Sarbanes Oxley compliance and Attestation Standards such as SSAE No. 16.										
SF-066	Audit Trail	Track where the change initiated from (user, self service, PDA, message).										
SF-067	Audit Trail	Record user-defined Fields in audit trail.										
SF-068	Audit Trail	Store ad hoc attachments/presentations such as PowerPoint, pdf's other documents or communications.										
SF-069	Audit Trail	Load an electronic signature.										
SF-070	Data Requirements	Store data elements required by / provided by external applications.										

Requirements Matrix for the System Functionality				Service Provider Response								
				How does the solution deliver the functionality?					Maintained/Changed By			Comments
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SF-071	Technical Information	Access via Internet Explorer version II (or the latest standard at the time of the contract).										
SF-072	Technical Information	Access via Safari (optional).										
SF-073	Technical Information	Access via Chrome (optional).										
SF-074	Technical Information	Access via Firefox ESR version 45.4 (or the latest standard at the time of the contract).										
SF-075	Technical Information	Access via Edge (optional)										
SF-076	Technical Information	Access via iOS.										
SF-077	Technical Information	Create specific new fields in the master records to track LADWP specified data.										
SF-078	Technical Information	Maintain history for selected data elements in the record.										
SF-079	Technical Information	Provide system performance measuremets.	X									
SF-080	Technical Information	Support table-driven fields for descriptions that enables user-defined descriptions.										
SF-081	Technical Information	Provide system performance measurement reporting and ability to generate customized reporting.										
SF-082	Technical Information	Support Object Linking and Embedding (OLE) file attachments at LADWP defined points in the solution.										
SF-083	Interexchange of Data	Exchange data with third party applications in a standardized / defined way.										
SF-084	User Definable Forms	Use built-in toolsets to develop LADWP forms/templates.										
SF-085	User Definable Forms	Support click & drag items both on and off forms from an easy view data dictionary, independent of actual database structure.	X									
SF-086	User Definable Forms	Locate items on any location within a form.										
SF-087	User Definable Forms	Create multi-part forms with standard Windows controls (e.g., radio buttons, pull-downs, look-ups, calendars, etc.)										
SF-088	User Definable Forms	Support standard paper sizes Letter, Legal, A4, etc. for hard copy output.										
SF-089	Application Configuration / Development Tools	Provide integrated development tool(s) support panel, menu, field, record modification/additions.	X									
SF-090	Application Configuration / Development Tools	Control which fields are required (must enter).										
SF-091	Application Configuration / Development Tools	Control which fields are historical in nature.										
SF-092	Application Configuration / Development Tools	Update/modify/define field edits/defaults.	X									
SF-093	Application Configuration / Development Tools	Create summary screens or views.										
SF-094	Application Configuration / Development Tools	Process global mass updates.										
SF-095	Application Configuration / Development Tools	Un-do mass update.										
SF-096	Application Configuration / Development Tools	Import/export files.										
SF-097	Application Configuration / Development Tools	Provide a common file structure for Import/Export record layout.										

Requirements Matrix for the System Functionality				Service Provider Response								
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SF-098	Application Configuration / Development Tools	Provide online system, screen, field level help.										
SF-099	Application Configuration / Development Tools	Edit Help.										
SF-100	Application Configuration / Development Tools	Perform required table maintenance.	X									

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

ORACLE®

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	Los Angeles Department of Water & Power	Contact	Rita Khurana-Carwile
Address	111 N HOPE ST RM 252 LOS ANGELES CA 90012	Phone Number	213-367-0645
		Email Address	Rita.Khurana-Carwile@ladwp.com

New Subscription

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	4	12 mo	1,650.00	79,200.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo	2,310.00	27,720.00
B89108 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - IaaS	EXTERNAL SITE	1	12 mo	360.00	4,320.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	4	12 mo	36.00	1,728.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo	120.00	1,440.00
B87823 - Oracle Cloud at Customer - X6 Control Plane - Non-metered - Each	EXTERNAL SITE	1	12 mo	6,600.00	79,200.00
Subtotal					193,608.00

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B90078 - Oracle Cloud at Customer Readiness Service	1	N/A	30,000.00
Other Fees			30,000.00

Fee Description	Net Fee
Cloud Services Fees	193,608.00

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

Fee Description	Net Fee
Consulting / Professional Services Fees	30,000.00
Net Fees	223,608.00
Total Fees	223,608.00

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

A. Agreement and Applicable Schedule

1. Agreement

- a. This order incorporates by reference the terms of the Agreement US-GMA-1994392 by and between the City of Los Angeles Department of Water & Power ("LADWP", "You", "Your") and Oracle America, Inc. ("Oracle") and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
- b. For Your internal tracking purposes, You have assigned the following agreement number to the Agreement: Agreement No. 47538.
- c. You acknowledge and agree that the terms and conditions of this order and the order with the footer reference number CPQ-965862 are contingent upon the execution of the Agreement and Exhibit H thereto, the Statement of Work ("SOW") between the parties that incorporates this order by reference and attachment. If the parties do not execute the Agreement simultaneously with the execution of the SOW that incorporates this order, this order shall be deemed to have no legal effect, even if executed.

2. Applicable Schedule

Cloud Services and Cloud Services-Related Service Offerings are governed by Schedule C-Cloud Services.

B. General Terms

1. Payment Terms:

Net 30 days from invoice date

2. Payment Frequency:

- a. Cloud Services Payment Frequency: Quarterly in Arrears
- b. Consulting/Professional Services Payment Frequency: Unless otherwise specified in the services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes shall be invoiced after the performance of service for fixed fee services. You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

3. Currency:

US Dollars

4. Offer Valid through:

This order is valid through 31-May-2019 and shall become binding upon express incorporation of this order, by reference and attachment to the SOW between the parties and the mutual execution of such SOW by the parties.

5. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that You are issued access that enables You to activate Your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

6. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>. "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement, all of which are available at www.oracle.com/contracts; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

C. Additional Order Terms

1. Terms for Consulting/Professional Services

a. Assumptions and obligations for Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

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.

b. Rights Granted / Restrictions for Consulting/Professional Services

For the purposes of clarity, the following language applies to Cloud Consulting/Professional Services only.

Notwithstanding any other rights granted and/or restrictions provisions in the Agreement or any Service Description, for the purposes of this order, the following provision is the sole provision under which You are granted rights to use services and deliverables provided under this order.

For the duration of the Services Period applicable to Your related Cloud Services order and subject to Your payment obligations, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the services that You ordered under this order, including anything developed by Oracle and delivered to You as part of such services ("deliverables"), solely for Your internal business operations and subject to the terms of the Agreement (excluding any perpetual license grants) and this order, including any Service Description(s). You may allow Your users to use the services and deliverables for this purpose and You are responsible for Your users' compliance with this order. Oracle or its licensors retain all ownership and intellectual property rights to the services, including deliverables, and derivative works thereof. You do not acquire any right or license to use, or allow Your users to use, the services or deliverables in excess of the scope of the services and/or duration of the Services Period.

c. Data Protection for Oracle Cloud Consulting/Professional Services

Notwithstanding any terms or conditions in the Agreement, this paragraph describes Oracle's entire rights and obligations regarding data privacy, data security, and data protection when performing the Oracle Cloud Consulting/Professional Services ordered herein. Oracle will comply with the (a) Oracle Services Privacy Policy and (b) Oracle Consulting & Advanced Customer Support Security Practices. The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Support Security Practices are available under the "Consulting Services" and "Advanced Customer Support" categories at <http://www.oracle.com/contracts> and are incorporated herein by reference. During the Services Period, Oracle may update the 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 Oracle Cloud Professional Services during the Services Period. 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 order.

2. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

3. Data Processing Agreement

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that You provide to Oracle as part of the Cloud Services except to the extent otherwise specified in this order.

4. Oracle Cloud at Customer ("OCC")

a. Additional Definitions

"Hardware" refers to the OCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of Your order of OCC services.

b. Service Activation and Services Period for OCC

1. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (a) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (b) completion of a services activation request by You memorializing the installation requirements. The deployment guides are part of the Service Specifications.

2. For purposes of the OCC Services, the Services Period commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for the OCC Services will be the earlier of (a) the date that You are issued access that enables You to activate the OCC Services, or (b) 90 days from Your order date.

c. Additional Rights and Obligations for OCC

1. **Network Connectivity:** You must make available and maintain network connectivity as described in the Service Specifications throughout the Service Period.

2. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and for Oracle's benefit in the event of loss or damage. As a public entity, You may satisfy this insurance requirement under the already established self-insured program. Oracle will provide maintenance for the Hardware as defined in the Service Description. You may not, and may not cause or permit others to (a) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (b) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (c) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (a) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (b) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of OCC.

For clarification purposes, Your export control compliance obligations detailed in the Agreement will also extend to Your use of the Hardware.

d. Delivery and Installation of Hardware

1. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

2. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

3. **Installation:** Oracle will install the Hardware in accordance with the service activation request at the delivery location as part of the OCC Service.

4. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

e. Return at end of OCC Service

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the OCC services under the order, Oracle will make available Your Content via secured protocols, or keep the service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the OCC service (e.g., My Oracle Support). During this 60-day period, the OCC service and Hardware should not be used for production activities. After the end of this 60-day period, and in the absence of a new OCC service order involving the same OCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on OCC and will de-install and remove the Hardware from Your location. Oracle has no obligation to retain Your Content after this 60 day period.

5. Option Years

- a. You shall have an option to renew Your subscription for the same services listed in the table above at the same usage limits for four (4) additional 12-month renewal periods, each an "Option Year" for the total Cloud Services fees specified in the table above section A.
- b. Professional Services are not included in the Option Years.

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

- c. You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of Your intent to exercise an option below and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

6. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

7. Attaching Oracle Advanced Customer Services-Oracle Technical Cloud Professional Services Descriptions to the Order

An excerpt of Oracle's Advanced Customer Services-Oracle Technical Cloud Professional Services Descriptions (the "ACS Description"), effective April 18, 2019, is attached hereto as Exhibit A. You acknowledge that Exhibit A is an excerpt of the ACS description and the complete description of the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>. The ACS Description is subject to change, but such changes will not materially reduce the level of performance, security, or availability of the Consulting/Professional Services under this order for the duration of the Services Period.

8. Successor Cloud Services

- a. During the Services Period, and any subsequent renewals, if Oracle makes available a Successor Cloud Service (defined below) to its public sector customers, Oracle will provide You with access to the Successor Cloud Service and the right to use the Successor Cloud Service in lieu of a Cloud Service ordered under this order (the "Originally Ordered Cloud Service"), provided that: (i) Oracle is no longer supporting or otherwise making the Originally Ordered Cloud Service generally available to its public sector customers (End of Life) and Oracle does not designate or offer an upgrade to the version of the Originally Ordered Cloud Service (see the Oracle Cloud Change Management Policy); (ii) You are current on all payments under this order; and (iii) Oracle is currently making available to its other similarly situated customers a Successor Cloud Service to replace the Originally Ordered Cloud Service for no additional fee for the upgrade to the Successor Cloud Service (subject to the terms in this section. A "Successor Cloud Service" is a Cloud Service that (a) includes substantially similar functionality and features as the Originally Ordered Cloud Service, (b) that Oracle designates to replace the Originally Ordered Cloud Service and (c) that Oracle makes generally available in production status to its public sector customers.
- b. Your right to use the Successor Cloud Service is subject to the terms and conditions of this order and the Agreement. Any Service Specifications applicable to the Successor Cloud Service (such as the Oracle Cloud Hosting and Delivery Policies, Service Descriptions and Program Documentation) shall be incorporated into this order upon Your first use of the Successor Cloud Service. To enable use of the Successor Cloud Service, Oracle may require that You perform certain administrative steps, such as submitting a Service Request or placing an add-on order for that Service. Your use of the Successor Cloud Service shall not extend beyond the duration of the Services Period for the Originally Ordered Cloud Service acquired by You under this order. Any use beyond that Services Period must be pursuant to a separate order. Notwithstanding the foregoing, You will be able to renew the Successor Cloud Service subject to the renewal section as specified above.
- c. Your use of the Successor Cloud Service shall be at the fees chargeable for the Originally Ordered Cloud Service set forth in this order; however, additional fees will apply if Your usage of the Successor Cloud Service (whether alone or in combination with the Originally Ordered Cloud Services) exceeds the quantity of the Originally Ordered Cloud Service (including user licenses) set forth in this order. If there are non-recurring professional service fees, such as one-time fees, those will be placed in a separate order. If the Successor Cloud Service is offered under a different metric than the Originally Ordered Cloud Service, then Oracle will specify the quantity of the Successor Cloud Service equivalent to that of the Originally Ordered Cloud Service.
- d. Oracle shall provide You with six (6) months advanced notice if OCC were to be discontinued.

PART C – INITIAL CLOUD SERVICES

Oracle Ordering Document CPQ-965878 is attached and incorporated as Section 1 of Part C of this Exhibit H – Statement of Work

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Los Angeles Department of Water & Power	Customer Name	Los Angeles Department of Water & Power
Customer Address	111 N Hope Street RM 404 LOS ANGELES CA 90012	Customer Address	Care of: Core Site 900 N. Alameda St. #200 LOS ANGELES CA 90012
Contact Name	Ben Truong	Contact Name	Justin Sarris
Contact Phone	213-367-0527	Contact Phone	213-367-4807
Contact Email	Ben.truong@ladwp.com	Contact Email	Justin.Sarris@ladwp.com

ACS Fixed Scope Service Descriptions

Oracle Cloud at Customer Readiness Service

Part Number:

Oracle Cloud at Customer Readiness Service	B90078
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- A. Description of Services:** Oracle will provide the following Services to assist with the activation of Your Oracle Cloud subscription plan as part of the deployment of Your Oracle Cloud at Customer (collectively referred to as "Readiness Service"):
1. Conduct a preliminary meeting and orientation via Oracle Web Conference to discuss the Readiness Service and associated schedule;
 2. Conduct up to a maximum of three (3) Oracle Web Conference workshop sessions to gather Your requirements for Oracle Cloud at Customer configuration covering the following topics:
 - a. Security issues;
 - b. Network issues;
 - c. Platform as a Service ("PaaS") network issues; and
 - d. Your completed Oracle Installation Site Survey information and recommendations questionnaire, as applicable.
 3. Collect, analyze, design and document Your networking topology and physical cabling, network security and routing requirements ("Data Center and Network Design Document").
 4. Collect and analyze Your input information (e.g., DNS requirements, proposed IP address ranges, etc.) and complete the standard Oracle configuration tool format, consisting of the following technology areas:
 - a. Oracle Public Cloud Machine assistant ("PCMA");
 - b. Oracle Exadata Deployment Assistant ("OEDA");
 - c. Oracle Private Cloud at Customer; and
 - d. Oracle Private Cloud at Customer Storage.
 5. Conduct a final Oracle Web Conference session to discuss the Data Center and Network Design Document and the standard Oracle configuration tool information.
- B. Your Service Specific Obligations and Project Assumptions.** In addition to the obligations and assumptions stated in Your order, You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of the Services as set forth in this Service Description. Oracle will not be responsible for any deficiency in performing the Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform Readiness Service depends upon Your fulfillment of the following obligations and project assumptions:

1. Your Obligations.
 - a. Obtain Cloud Services under separate contract prior to the commencement of the Readiness Service under this Service Description and maintain such Cloud Services for the duration of the Readiness Service provided under this Service Description.
 - b. Provide the following documentation: networking topology and physical cabling; network security and routing requirements; and technical planning documentation including a summary of Your pre-requisite schedule of activities and deliverables.
 - c. Respond to the Oracle Installation Site Survey information and recommendations questionnaire within a commercially reasonable amount of time after the preliminary meeting.
 - d. 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 the Readiness Services.
 - e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Readiness Services.

- f. Provide any notices, and obtain any consents, required for Oracle to perform the Readiness Service.
- g. Prior to the commencement of the Readiness Service, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Readiness Service.
- h. Be responsible for Your relationships with all third parties necessary to support the Readiness Service, including, without limitation, all contract administration, and all responsibility for knowledge, access privileges and use of available support tools.

2. **Project Assumptions.**

- a. The Readiness Service may cover up to two (2) site locations and up to four (4) of the following Cloud at Customer devices: Oracle Cloud at Customer, Oracle Exadata Cloud at Customer, Big Data Cloud at Customer, Oracle Private Cloud at Customer, and/or Oracle Private Cloud at Customer Storage.
- b. Additional devices interconnected with your Oracle Cloud at Customer deployments are excluded (e.g., Oracle engineered system (i.e., Zero Data Loss Recovery Appliance)), Oracle storage systems (i.e., ZFS Backup Appliance), Software as a Service ("SaaS") at Customer and third party storage devices.
- c. Oracle will determine whether the Readiness Service is provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- d. Any other Services not expressly identified herein are considered out of scope.

C. Unused Services. The Readiness Service must be used within six (6) months from the date Your order is placed. Any Readiness Service not used within the six (6) months from the date Your order is placed will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Readiness Service. You may not use the fees for any Services other than the Readiness Service stated herein.

D. Project Management. You shall designate a project manager who shall be solely responsible for (i) project management associated with this Service Description and (ii) direction of the Readiness Service provided to You by Oracle under this Service Description. Oracle shall provide the Readiness Service under this Service Description only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this Service Description.

PART C– INITIAL CLOUD SERVICES

This Oracle Ordering Document CPQ-965862 is attached and incorporated as Section 2 of Part C of this Exhibit H – Statement of Work.

ORACLE®

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	Los Angeles Department of Water & Power	Contact	Rita Khurana-Carwile
Address	111 N HOPE ST RM 252 LOS ANGELES CA 90012	Phone Number	+1 (213) 367-0645
		Email Address	Rita.Khurana-Carwile@ladwp.com

New Subscription

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87824 - Oracle Cloud at Customer X6 Compute - Non-metered - Each	EXTERNAL SITE	3	12 mo	1,650.00	59,400.00
B87826 - Oracle Cloud at Customer X6 Object Storage - Non-metered - Each	EXTERNAL SITE	1	12 mo	2,310.00	27,720.00
B89111 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS	EXTERNAL SITE	3	12 mo	36.00	1,296.00
B89110 - Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS	EXTERNAL SITE	1	12 mo	120.00	1,440.00
Subtotal					89,856.00

Fee Description	Net Fee
Cloud Services Fees	89,856.00
Net Fees	89,856.00
Total Fees	89,856.00

PART C– INITIAL CLOUD SERVICES

This Oracle Ordering Document CPQ-965862 is attached and incorporated as Section 2 of Part C of this Exhibit H – Statement of Work.

A. Agreement and Applicable Schedule

1. Agreement

- a. This order incorporates by reference the terms of the Agreement US-GMA-1994392 by and between the City of Los Angeles Department of Water & Power ("LADWP", "You", "Your") and Oracle America, Inc. ("Oracle") and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.
- b. For Your internal tracking purposes, You have assigned the following agreement number to the Agreement: Agreement No. 47538.
- c. You acknowledge and agree that the terms and conditions of this order and the order with the footer reference number CPQ-965878 are contingent upon the execution of the Agreement and Exhibit H thereto, the Statement of Work ("SOW"), between the parties that incorporates this order by reference and attachment. If the parties do not execute the Agreement simultaneously with the execution of the SOW that incorporates this order, this order shall be deemed to have no legal effect, even if executed.

2. Applicable Schedule

Cloud Services and Cloud Services-Related Service Offerings are governed by Schedule C-Cloud Services.

B. General Terms

1. Payment Terms:

Net 30 days from invoice date

2. Payment Frequency:

Cloud Services Payment Frequency: Quarterly in Arrears

3. Currency:

US Dollars

4. Offer Valid through:

This order is valid through 31-May-2019 and shall become binding upon express incorporation of this order, by reference and attachment to the SOW between the parties and the mutual execution of such SOW by the parties.

5. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that You are issued access that enables You to activate Your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

6. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>. "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement, all of which are available at www.oracle.com/contracts; (b) Oracle's privacy policies;

PART C– INITIAL CLOUD SERVICES

This Oracle Ordering Document CPQ-965862 is attached and incorporated as Section 2 of Part C of this Exhibit H – Statement of Work.

and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

C. Additional Order Terms

1. Oracle Cloud at Customer ("OCC")

a. Additional Definitions

"Hardware" refers to the OCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of Your order of OCC services.

b. Service Activation and Services Period for OCC

1. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (a) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (b) completion of a services activation request by You memorializing the installation requirements. The deployment guides are part of the Service Specifications.

2. For purposes of the OCC Services, the Services Period commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for the OCC Services will be the earlier of (a) the date that You are issued access that enables You to activate the OCC Services, or (b) 90 days from Your order date.

c. Additional Rights and Obligations for OCC

1. **Network Connectivity:** You must make available and maintain network connectivity as described in the Service Specifications throughout the Service Period.

2. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and for Oracle's benefit in the event of loss or damage. As a public entity,

You may satisfy this insurance requirement under the already established self-insured program. Oracle will provide maintenance for the Hardware as defined in the Service Description. You may not, and may not cause or permit others to (a) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (b) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (c) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (a) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (b) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of OCC.

For clarification purposes, Your export control compliance obligations detailed in the Agreement will also extend to Your use of the Hardware.

d. Delivery and Installation of Hardware

1. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

2. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

3. **Installation:** Oracle will install the Hardware in accordance with the service activation request at the delivery location as part of the OCC Service.

4. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

e. Return at end of OCC Service

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the OCC services under the order, Oracle will make available Your Content via secured protocols, or keep the service accessible, for the purpose of

PART C– INITIAL CLOUD SERVICES

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data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the OCC service (e.g., My Oracle Support). During this 60-day period, the OCC service and Hardware should not be used for production activities. After the end of this 60-day period, and in the absence of a new OCC service order involving the same OCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on OCC and will de-install and remove the Hardware from Your location. Oracle has no obligation to retain Your Content after this 60 day period.

2. Data Protection for Oracle Cloud Consulting/Professional Services

Notwithstanding any terms or conditions in the Agreement, this paragraph describes Oracle's entire rights and obligations regarding data privacy, data security, and data protection when performing the Oracle Cloud Consulting/Professional Services ordered herein. Oracle will comply with the (a) Oracle Services Privacy Policy and (b) Oracle Consulting & Advanced Customer Support Security Practices. The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Support Security Practices are available under the "Consulting Services" and "Advanced Customer Support" categories at <http://www.oracle.com/contracts> and are incorporated herein by reference. During the Services Period, Oracle may update the 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 Oracle Cloud Professional Services during the Services Period. 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 order.

3. Option Years

- a. You shall have an option to renew Your subscription for the same services listed in the table above at the same usage limits for four (4) additional 12-month renewal periods, each an "Option Year" for the total Cloud Services fees specified in the table above section A.
- b. You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of Your intent to exercise an option below and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

5. Successor Cloud Services

- a. During the Services Period, and any subsequent renewals, if Oracle makes available a Successor Cloud Service (defined below) to its public sector customers, Oracle will provide You with access to the Successor Cloud Service and the right to use the Successor Cloud Service in lieu of a Cloud Service ordered under this order (the "Originally Ordered Cloud Service"), provided that: (i) Oracle is no longer supporting or otherwise making the Originally Ordered Cloud Service generally available to its public sector customers (End of Life) and Oracle does not designate or offer an upgrade to the version of the Originally Ordered Cloud Service (see the Oracle Cloud Change Management Policy); (ii) You are current on all payments under this order; and (iii) Oracle is currently making available to its other similarly situated customers a Successor Cloud Service to replace the Originally Ordered Cloud Service for no additional fee for the upgrade to the Successor Cloud Service (subject to the terms in this section). A "Successor Cloud Service" is a Cloud Service that (a) includes substantially similar functionality and features as the Originally Ordered Cloud Service, (b) that Oracle designates to replace the Originally Ordered Cloud Service and (c) that Oracle makes generally available in production status to its public sector customers.
- b. Your right to use the Successor Cloud Service is subject to the terms and conditions of this order and the Agreement. Any Service Specifications applicable to the Successor Cloud Service (such as the Oracle Cloud Hosting and Delivery Policies, Service Descriptions and Program Documentation) shall be incorporated into this order upon Your first use of the Successor Cloud Service. To enable use of the Successor Cloud Service, Oracle may require that You perform certain administrative steps, such as submitting a Service Request or placing an add-on order for that Service. Your use of the Successor Cloud Service shall not extend beyond the duration of the Services Period for the Originally Ordered Cloud Service acquired by You under this order. Any use beyond that Services Period must be pursuant to a separate order. Notwithstanding the foregoing, You will be able to renew the Successor Cloud Service subject to the renewal section

PART C– INITIAL CLOUD SERVICES

This Oracle Ordering Document CPQ-965862 is attached and incorporated as Section 2 of Part C of this Exhibit H – Statement of Work.

as specified above.

c. Your use of the Successor Cloud Service shall be at the fees chargeable for the Originally Ordered Cloud Service set forth in this order; however, additional fees will apply if Your usage of the Successor Cloud Service (whether alone or in combination with the Originally Ordered Cloud Services) exceeds the quantity of the Originally Ordered Cloud Service (including user licenses) set forth in this order. If there are non-recurring professional service fees, such as one-time fees, those will be placed in a separate order. If the Successor Cloud Service is offered under a different metric than the Originally Ordered Cloud Service, then Oracle will specify the quantity of the Successor Cloud Service equivalent to that of the Originally Ordered Cloud Service.

d. Oracle shall provide You with six (6) months advanced notice if OCC were to be disconnected.

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Los Angeles Department of Water & Power	Customer Name	Los Angeles Department of Water & Power
Customer Address	111 N HOPE ST RM 404 LOS ANGELES CA 90012	Customer Address	Care of: Switch Communications 7135 S. Decatur Blvd Las Vegas NV 89118
Contact Name	Ben Truong	Contact Name	Justin Sarris
Contact Phone	+1 (213) 367-0527	Contact Phone	213-367-4807
Contact Email	Ben.Truong@ladwp.com	Contact Email	Justin.Sarris@ladwp.com

IN WITNESS WHEREOF, the Parties have caused this Statement of Work, comprised of Parts A, B, and C, to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
FINANCIAL SERVICES ORGANIZATION

ORACLE AMERICA, INC.

BY: _____



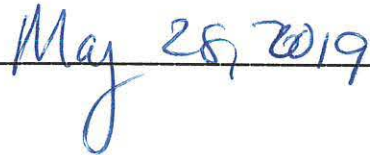
ANN M. SANTILLI
Interim Chief Financial Officer

BY: _____

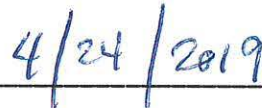


DOUGLAS DORAN
Senior Director North America Deal
Management

Date: _____



Date: _____



APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

MAY 23 2019

BY _____

DIRK BROERSMA
DEPUTY CITY ATTORNEY

SCHEDULE H - HARDWARE

1. DEFINITIONS

1.1 “**Commencement Date**” for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 “**Integrated Software Options**” refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that LADWP must separately order. Such separate order will set forth the fees for the Integrated Software Options LADWP is ordering. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the “Integrated Software Options License Rules”) for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the Agreement to which this Schedule is attached (the “Agreement”).

2. RIGHTS GRANTED

2.1 LADWP's Hardware order consists of the following items: Operating System (as defined in LADWP's configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. LADWP's Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until LADWP separately order them and pay the fees as set forth in and in accordance with such order.

2.2 LADWP has the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. LADWP is licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 LADWP has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. LADWP is licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. LADWP has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that LADWP separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. LADWP is licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand LADWP's license right to any Integrated Software Options that LADWP separately orders, LADWP needs to review the Integrated Software Options License Rules. In the event of any conflict between the Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; LADWP's rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, LADWP has the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for LADWP's internal business operations anything developed by Oracle and delivered to LADWP under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

3. RESTRICTIONS

3.1 LADWP may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. LADWP shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. LADWP shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 LADWP acknowledge that to operate certain Hardware, LADWP's facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to LADWP in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under Special Provision SP-32 of the Agreement shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). LADWP is not authorized to use those Programs unless LADWP has a license specifically granting LADWP the right to do so; however, LADWP may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that LADWP may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30-day trial period, LADWP must obtain a license for such Programs from Oracle or an authorized reseller. If LADWP decides not to obtain a license for any Program after the 30-day trial period, LADWP will cease using and promptly delete any such Programs from LADWP's computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with LADWP's order may be renewed annually and, if LADWP renews Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. LADWP agrees to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. LADWP should review the policies prior to entering into the order for technical support services. LADWP may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, LADWP may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. LADWP agrees to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and LADWP will perform the actions identified in the order as LADWP's responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of LADWP's system, LADWP will be responsible for

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acquiring all such products and the appropriate license rights necessary for Oracle to access such products on LADWP's behalf. Service Offerings provided may be related to LADWP's license to use Products owned or distributed by Oracle which LADWP acquires under a separate order. The agreement referenced in that order shall govern LADWP's use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to LADWP. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to LADWP. LADWP may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. LADWP must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, LADWP'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES LADWP PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, LADWP MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES LADWP PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;

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- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above;
or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. AUDIT

Upon 45 days written notice, Oracle may audit LADWP's use of the Operating System, Integrated Software and Integrated Software Options. LADWP agrees to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with LADWP's normal business operations. LADWP agrees to pay within 30 days of written notification any fees applicable to LADWP's use of the Operating System, Integrated Software and Integrated Software Options in excess of LADWP's license rights. If LADWP does not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Agreement. LADWP agree that Oracle shall not be responsible for any of LADWP's costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 LADWP is responsible for installation of the Hardware unless LADWP purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of LADWP's order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by LADWP on LADWP's purchasing document or when LADWP's purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to LADWP's country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice LADWP for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that LADWP has ordered.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 LADWP is responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware LADWP is purchasing under the order or unless LADWP purchases installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to LADWP for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, LADWP can access and electronically download to LADWP's location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that LADWP has continuously maintained technical support for the listed Integrated Software Options, LADWP may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. LADWP acknowledges that Oracle is under no further delivery obligation with respect to Integrated Software

Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries that LADWP specifies as the delivery location on LADWP's purchasing document or when LADWP's purchasing document does not indicate a ship to address, the location specified in the order.

9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 LADWP may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, LADWP agrees and acknowledges that LADWP has not relied on the future availability of any Hardware, Program or updates. However, (a) if LADWP orders technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to LADWP under an order and the Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice LADWP for any applicable freight charges or applicable taxes, and LADWP will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

SCHEDULE P - Programs

1. DEFINITIONS

1.1 “**Commencement Date**” refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the Professional Services Agreement to which this Schedule is attached (the “Agreement”).

2. RIGHTS GRANTED

2.1 Upon the full signing of the Agreement (with respect to Programs and Program-related Services listed in Part B of the Statement of Work only) or LADWP’s Task Order by both Oracle and LADWP, LADWP have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings LADWP ordered solely for LADWP’s internal operations and subject to the terms of the Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, LADWP has the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for LADWP’s internal operations anything developed by Oracle and delivered to LADWP under this Schedule P (“deliverables”); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 LADWP may allow LADWP’s agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for LADWP’s internal operations and LADWP is responsible for their compliance with the Agreement and this Schedule P in such use. For Programs that are specifically designed to allow LADWP’s customers and suppliers to interact with LADWP in the furtherance of LADWP’s internal business operations, such use is allowed under the Agreement and this Schedule P.

2.4 LADWP may make a sufficient number of copies of each Program for LADWP’s licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third-party technology that is provided with the Programs. Oracle may provide certain notices to LADWP in Program Documentation, readmes or notice files in connection with such third-party technology. Third party technology will be licensed to LADWP either under the terms of the Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. LADWP’s rights to use Separately Licensed Third-Party Technology under Separate Terms are not restricted in any way by the Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third-Party Technology shall be deemed part of the Programs and is licensed to LADWP under the terms of the Agreement.

If LADWP is permitted under an order to distribute the Programs, LADWP must include with the distribution all such notices and any associated source code for Separately Licensed Third-Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and LADWP must distribute Separately Licensed Third-Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, LADWP’s rights to the Programs are solely limited to the rights granted in LADWP’s order.

3.2 LADWP may not:

- a. remove or modify any Program markings or any notice of Oracle’s or its licensors’ proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings LADWP has acquired);

- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that LADWP gives Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under Section [GC-8] of the Agreement shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

LADWP may order trial Programs, or Oracle may include additional Programs with LADWP's order which LADWP may use for trial, non-production purposes only. LADWP may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. LADWP has 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30-day trial period, LADWP must obtain a license for such Programs from Oracle or an authorized reseller. If LADWP decide not to obtain a license for any Program after the 30-day trial period, LADWP will cease using and promptly delete any such Programs from LADWP's computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services LADWP may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. LADWP agrees to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. LADWP should review the policies prior to entering into the order for the applicable technical support services. LADWP may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with LADWP's order may be renewed annually and, if LADWP renews SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 3% over the prior year's fees. If LADWP's order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to LADWP by LADWP's authorized reseller; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

5.3 If LADWP decide to purchase technical support for any Program license within a license set, LADWP is required to purchase technical support at the same level for all licenses within that license set. LADWP may desupport a subset of licenses in a license set only if LADWP agrees to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If LADWP decides not to purchase technical support, LADWP may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, LADWP may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. LADWP agrees to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and LADWP will perform the actions identified in the order as LADWP's responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of LADWP's system, LADWP will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on LADWP's behalf. Service Offerings

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provided may be related to LADWP's license to use Programs owned or distributed by Oracle which LADWP acquire under a separate order. The agreement referenced in that order shall govern LADWP's use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to LADWP will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). LADWP must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. LADWP must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings. As a part of its internal development process, Oracle will use reasonable efforts to test programs for viruses. Additionally, LADWP is encouraged to maintain virus-detecting programs to protect programs from viruses.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, LADWP'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, LADWP MAY END LADWP'S PROGRAM LICENSE AND RECOVER THE FEES LADWP PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES LADWP HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, LADWP MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES LADWP PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit LADWP's use of the Programs. LADWP agrees to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with LADWP's normal business operations. LADWP agrees to pay within 30 days of written notification any fees applicable to LADWP's use of the Programs in excess of LADWP's license rights. If LADWP does not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Agreement. LADWP agrees that Oracle shall not be responsible for any of LADWP's costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 LADWP is responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware LADWP is purchasing under the order or unless LADWP purchases installation services from Oracle for those Programs.

9.1.2 Oracle has made available to LADWP for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, LADWP can access and electronically download to LADWP's location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that LADWP has continuously maintained technical support for the listed Programs, LADWP may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please

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check the electronic delivery web site specified above. LADWP acknowledges that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in LADWP's Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. LADWP agrees to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, LADWP agrees and acknowledges that LADWP has not relied on the future availability of any Program or updates. However, (a) if LADWP order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to LADWP under an order and the Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice LADWP for any applicable shipping charges or applicable taxes and LADWP will be responsible for such charges and taxes.

9.4 Source Code.

Oracle Corporation places its source code to its programs in escrow with a 3rd party escrow company. Such agreement is private and confidential and is not available for release to LADWP. The only condition of release of such source code is in the event that Oracle ceases to be in the business of supporting the programs.

SCHEDULE C – CLOUD SERVICES

Other Schedules to the Agreement, such as Schedule P (Program Schedule), do not apply to the services ordered under this Schedule C. Notwithstanding anything to the contrary in any other part of this Agreement, and solely for purposes of this schedule, the Task Orders placed hereunder, and the Service Specifications and other Oracle documents identified herein, “Services” shall have the meaning set forth in Section 1.1 (for all other purposes under the Agreement, such Services under this schedule may be referred to as “Cloud Services”).

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in LADWP’s order (for purposes of this Schedule, the “Services”) available to LADWP pursuant to the Agreement and LADWP’s order. Except as otherwise stated in the Agreement or LADWP’s order, LADWP has the non-exclusive, worldwide, limited right to use the Services during the period defined in LADWP’s order, unless earlier terminated in accordance with the Agreement or LADWP’s order (the “Services Period”), solely for LADWP’s internal business operations. LADWP may allow LADWP’s Users (as defined below) to use the Services for this purpose, and LADWP is responsible for their compliance with the Agreement and LADWP’s order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of LADWP’s order.

1.3 LADWP may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle’s prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the “Acceptable Use Policy”). In addition to other rights that Oracle has in the Agreement and LADWP’s order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 Once placed, LADWP’s order is non-cancelable and the sums paid nonrefundable, except as provided in the Agreement or LADWP’s order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If LADWP exceed the quantity of Services ordered, then LADWP promptly must purchase and pay fees for the excess quantity.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 LADWP or LADWP’s licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under the Agreement.

3.2 LADWP may have access to Third Party Content through use of the Services. Unless otherwise stated in LADWP’s order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between LADWP and the third party.

3.3 LADWP grants Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Agreement and LADWP’s order. LADWP has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all

rights related to Your Content required by Oracle to perform the Services.

3.4 LADWP may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by the Agreement or LADWP's order.

4. NONDISCLOSURE

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section, Section 9.1 of the Agreement and LADWP's order. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to LADWP's order.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in LADWP's order. The version of the Data Processing Agreement applicable to LADWP's order (a) is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference, and (b) will remain in force during the Services Period of LADWP's order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, LADWP is responsible for (a) any required notices, consents and/or authorizations related to LADWP's provision of, and Oracle's processing of Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by LADWP or LADWP's users of the Services in a manner that is inconsistent with the terms of the Agreement. To the extent LADWP discloses or transmits Your Content to a third party Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in LADWP's order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, LADWP may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data LADWP seeks to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each Party represents that it has validly entered into the Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to LADWP were not performed as warranted, LADWP must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying

us of the deficiency in the Services).

6.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET LADWP'S REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, LADWP'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, LADWP MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO LADWP THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THE AGREEMENT OR LADWP'S ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER LADWP'S ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS

8.1 If Oracle is the Provider and exercises its option to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that LADWP has paid for such Material. If such Material is third party technology and the terms of the third-party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to LADWP any unused, prepaid fees for such Services.

8.2 Oracle will not indemnify LADWP to the extent that an infringement claim is based on Third Party Content or any Material from a third-party portal or other external source that is accessible or made available to LADWP within or by the Services (e.g., a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

9. TERM AND TERMINATION

9.1 Services shall be provided for the Services Period defined in LADWP's order. If LADWP orders Services that are designated in the Service Specifications or LADWP's order as Services that will be automatically extended, such Services will NOT be automatically extended for an additional Services Period of the same duration unless LADWP provides Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of LADWP's intention to renew such Services and LADWP executes a contract modification or enter into a new contract to renew such Services. The preceding sentence shall not apply if Oracle provides LADWP with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

9.2 Oracle may suspend LADWP's or LADWP's Users' access to, or use of, the Services if Oracle believes that: (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) LADWP or LADWP's Users are accessing or using the Services

to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide LADWP with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to LADWP. Any suspension under this section shall not excuse LADWP from LADWP's obligation to make payments under the Agreement.

9.3 If either LADWP or Oracle breaches a material term of the Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If Oracle terminates any orders as specified in the preceding sentence, LADWP must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. LADWP agrees that if LADWP is in default under the Agreement, LADWP may not use those Services ordered.

9.4 LADWP may terminate this Schedule at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of this Schedule will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Schedule were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Schedule.

9.5 At the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by LADWP during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable LADWP to link to, transfer Your Content or Third-Party Content to, or otherwise access third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for such Third-Party Services. LADWP is solely responsible for complying with the terms of access and use of Third-Party Services, and if Oracle accesses or uses any Third-Party Services on LADWP's behalf to facilitate performance of the Services, LADWP is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to LADWP, is authorized by the terms of access and use for such services. If LADWP transfers or cause the transfer of Your Content or Third-Party Content from the Services to a Third-Party Service or other location, that transfer constitutes a distribution by LADWP and not by Oracle.

10.2 Any Third-Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. LADWP acknowledges and agrees that Oracle is not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

10.3 LADWP acknowledges that: (i) the nature, type, quality and availability of Third-Party Content may change at any time during the Services Period; and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under the Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third Party Services or APIs. If any third-party ceases to make its Third-Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third-Party Content or Third-Party Services without any liability to LADWP. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect LADWP's obligations under the Agreement or the applicable order, and LADWP will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve

LADWP's service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by LADWP or any of LADWP's Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify LADWP or any individual. Oracle retains all intellectual property rights in Service Analyses.

11.3 Oracle may provide LADWP with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If Oracle provides Oracle Software to LADWP and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and LADWP has the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of the Agreement and LADWP's order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate LADWP's use of the Services. LADWP may allow LADWP's Users to use the Oracle Software for this purpose, and LADWP is responsible for their compliance with the license terms. LADWP's right to use any Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to LADWP under separate terms, then LADWP's use of such software is governed by the separate terms. LADWP's right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by the Agreement.

12. ADDITIONAL EXPORT TERMS

LADWP acknowledges that the Services are designed with capabilities for LADWP and LADWP's Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. LADWP is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. ADDITIONAL NOTICE TERMS

13.1 Any notice required under the Agreement shall be provided to the other party in writing as specified in Section 1.2 of the Agreement.

13.2 Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to LADWP by electronic mail to LADWP's e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to LADWP's address on record in Oracle's account information.

14. OTHER

14.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

14.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by LADWP to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under the Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under the Agreement.

14.3 Prior to entering into an order governed by the Agreement, LADWP is solely responsible for determining whether the Services meet LADWP's technical, business or regulatory requirements. Oracle will cooperate with

LADWP's efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. LADWP remains solely responsible for LADWP's regulatory compliance in connection with LADWP's use of the Services.

14.4 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit LADWP's compliance with the terms of the Agreement and LADWP's order. LADWP agrees to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with LADWP's normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) LADWP makes such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s). Any usage in excess of LADWP's rights shall be considered a change to the scope of services of the applicable order and LADWP shall be responsible for paying the additional fees related to use of the Services in excess of LADWP's rights and issuing a contract modification to document the amount of such fees and the change in the scope of Services.

14.5 It is expressly agreed that the terms of the Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. The Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of LADWP and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third-party beneficiary relationships are created by the Agreement. The Uniform Computer Information Transactions Act does not apply to the Agreement or to orders placed under it.

15. AGREEMENT DEFINITIONS

15.1 **"Oracle Software"** means any software agent, application or tool that Oracle makes available to LADWP for download specifically for purposes of facilitating LADWP's access to, operation of, and/or use with, the Services.

15.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. LADWP may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

15.3 **"Service Specifications"** means the following documents, as applicable to the Services under LADWP's order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Schedule C; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into LADWP's order. The following do not apply to any non-Cloud Oracle service offerings acquired in LADWP's order, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

15.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that LADWP may access through, within, or in conjunction with LADWP's use of, the Services. Examples of Third-Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by LADWP's use of the Services or any Oracle provided tools.

15.5 **"Users"** means those employees, contractors, and end users, as applicable, authorized by LADWP or on LADWP's behalf to use the Services in accordance with the Agreement and LADWP's order. For Services that are specifically designed to allow LADWP's clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with LADWP, such third parties will be considered "Users" subject to the terms of the Agreement and LADWP's order.

15.6 **"Your Content"** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third-party applications, and other content and material, in any format, provided by LADWP or any of LADWP's Users that is stored in, or run on or through, the Services. Services under the Agreement, Oracle Software,

other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your Content includes any Third-Party Content that is brought by LADWP into the Services, by LADWP's use of the Services or any Oracle provided tools.

15.7 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the Agreement to which this Schedule is attached (the "Agreement").