

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: February 8, 2022

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of the City Attorney

CONTACT PERSON: Giselle Corletto PHONE: (213) 978-7723

CONTRACT NO.: C- 139881 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Data Ticket Inc.

TERM OF CONTRACT: 2/1/2022 THROUGH: 1/31/2025

TOTAL AMOUNT: Total Amount Not To Exceed \$750,000

PURPOSE OF CONTRACT:

Contractor to provide consulting services regarding Administrative Citation Enforcement Program (ACE) for the City of Los Angeles.

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

DATA TICKET INC.
for CONSULTING SERVICES

for the Los Angeles City Attorney's Office

Consulting Services Re: Administrative Citation Enforcement ("ACE") Program
for the City of Los Angeles

Said Agreement is Number C- 139881

Professional Services Agreement
CONSULTING SERVICES
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ATTACHMENTS

- Attachment A: Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- Attachment B: Fee Schedule
- Attachment C: Confidentiality Agreement

**PROFESSIONAL SERVICES AGREEMENT NUMBER C- 139881
BETWEEN
THE CITY OF LOS ANGELES AND
DATA TICKET INC.
FOR CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Office of the Los Angeles City Attorney ("City Attorney"), and Data Ticket Inc. ("Contractor").

1. **WHEREAS**, City passed Ordinance No. 182610 ("Ordinance") on June 21, 2013, authorizing administrative enforcement remedies such as citations and providing that they are to be administered under the Los Angeles Administrative Citation Enforcement ("ACE") Program;
2. **WHEREAS**, City requires the services of a contractor to assist with the administration of code enforcement remedies specified in the Ordinance; and
3. **WHEREAS**, the services to be performed by Contractor are of an expert and technical nature and are temporary and occasional in character; and
4. **WHEREAS**, on July 30, 2021, City issued a Request for Proposals ("RFP") for qualified contractors that could provide citation processing services to the City in order to assist with the administration and management of City's ACE Program; and
5. **WHEREAS**, City evaluated Contractor's proposal in response to the RFP and selected Contractor as the most qualified proposer; and
6. **WHEREAS**, the City and Contractor desire to enter into a contract for a term of three years; and
7. **WHEREAS**, pursuant to Los Angeles City Charter Section 1022, City has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and
8. **WHEREAS**, Contractor warrants and represents that it possesses the competence, experience, skill, facilities, equipment, personnel financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner; and
9. **WHEREAS**, Contractor has performed the required ACE administration services for the City under a previous contract, and further warrants that it possesses unique and extensive knowledge of implementing and managing administrative citation enforcement programs that are the same or substantially similar to the City's ACE Program, and is performing such services for other municipalities throughout the State of California; and

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Data Ticket Inc., a corporation, having its principal address at 2603 Main Street, Suite 300, Irvine, CA 92614

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Michael N. Feuer, City Attorney
200 North Main Street, 8th Floor
Los Angeles, California 90012
(213) 978-8100

With copies to:

Candy Pabalan, Business Office Manager
200 North Main Street, 8th Floor
Los Angeles, CA 90012

Invoices should be sent via email to:

Office of the City Attorney
C/O Litigation Expense Management Unit (LEMU)
att.lemu@lacity.org

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Brook Westcott
Chief Operating Officer
Data Ticket, Inc., dba Revenue Experts
2603 Main Street, Suite 300

Irvine, CA 92614
(949) 752.6937 (ext. 326)

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on February 1, 2022 and will terminate on January 31, 2025, unless terminated earlier as provided herein.

2.1. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

- 3.1 Contractor's duties, as more fully described in the Fee Schedule attached hereto as Exhibit B, will provide all services necessary to ensure proper execution of the ACE Program, including the following:
 - a. Have at all times the resources required to perform the services described herein, including attending and completing any training sessions mandated by the Office of the City Attorney. The training sessions will be scheduled during the vendor's business hours and may include topics regarding the American with Disabilities Act ("ADA"), the Los Angeles Municipal Code or the Administrative Citation Enforcement Program.
 - b. Refer all requests for a reasonable accommodation under the ADA to the City Attorney for review and decision on how to address the request. Data Ticket will assist the City as necessary in adhering to any granted requests. Data Ticket employees will attend any trainings requested by the City, including adhering to trainings or following scripts that will aid in

identifying any requests for an accommodation, Data Ticket will identify a method for readily identifying and tracking cases where a request for a reasonable accommodation is made. Data Ticket will place a prominent notice on all cases where an accommodation request is granted so that the request is readily viewable when looking at the caption of a case.

- c. Receive numerically sequenced citations listing violation, cited person information, and other data elements by various means:
 - Citation hard copy
 - Scanned facsimile image of citation
 - Spread sheet listing of citations and citation data
 - Electronic transfer of individual or batched citation information from issuing agency
 - Electronic transfer of individual or batched citation information directly from issuing officer in the field
- d. Retain numerically sequenced citation violations and cited person information in a proprietary, searchable database ("Database") meeting industry standards for data security.
- e. Using name, date of birth, driver's license number, and/or other unique identifier, ensure multiple citations issued to the same cited person are linked in the Database.
- f. Case manage the recorded citations in an individual case file record in the database, and to update the case file for each citation according to the following case events:
 - 1st notice of violation and fine due
 - 2nd notice of violation and additional late penalty
 - 3rd notice of violation, delinquency, and possible tax offset pending
 - Re-notice responsible person for violator name substitution, address substitution, correction of offense data, and other corrections of citation data due to data entry error.
 - Notice of decision- initial review by City Attorney Deputy
 - Notice of Hearing Officer decision
 - Online appeal information entered by cited responsible person for initial review
 - Online appeal information entered by cited responsible person for administrative hearing request
 - Upload of appeal documentation, or proof of compliance documents by cited responsible person (appeal information is to be separately maintained in the "Appeal" section of the Database)

- Fine and/or penalty payments by means of check, credit card or other means
 - Requests for tax refund offset of delinquent fines/penalties
 - Tax refund or lottery winning intercepts by State of California, as reported to City
 - Unpaid citation case fines and penalties
 - Chronicle of case events and contacts with the citation processor by the client, or contacts by the cited responsible person.
- g. Contractor shall upload all City department citations to the database, as well as the information concerning each citation set forth in this Agreement.
- h. Generate a variety of standard citation enforcement and citation case activity reports, or ad hoc tailored reports based on selected criteria, from a searchable database. Such reports shall include the following:

Report Title	Report Description
Bail Schedule	Displays the violation code, violation description, original bail amount, corresponding penalties and timing of each penalty for each violation for which a client writes citations.
Client Billing Summary Report	Provides details on each billing item on each invoice, including citation number, notice type, adjudication matter, etc.
Client Billing Detail Report	Provides a summary level of each billed item as a category that matches each invoice.
Written Deposited Report by Data Ticket (Summary & Detail Levels)	Provides a summary level set of data, by day of the month that details the total funds deposited, total credit/debit cards accepted, total NSF's and credit card chargebacks and payments backed out by Data Ticket for each day of which the report is run. In addition, the report displays the details that make up each day's deposit, including citation number, payment received date, payment deposit date, check number, and amount paid.
Report Title	Report Description
Written Received and Posted by Client (Summary & Detail Levels)	Provides a summary level set of data, by day of month that details the total funds deposited, total credit/debit cards accepted, total NSF's and credit card chargebacks, and payments backed out by a client for each day of which the report is run. In addition, the report displays the details that make up each day's deposit, including citation number, payment received date, payment deposit date, check number, and amount paid.

Credit Card Payment Summary Report	Provides a summary level set of data, by day of the month that details the total funds deposited, total credit /debit cards accepted, total NSF's and credit card chargebacks and payments backed out by a Client for each day of which the report is run.
Refund Request Report	Displays citations for which a refund has been requested either by a registered owner, an appellant, or a responsible party. As refunds are issued, the citation is removed from the report real-time.
Officer Summary Report – Summary	Displays a summary level of citations, by issuing Officer, that includes total number of citations written, original bail amount, added penalties, number and dollar amount of citations dismissed, voided, adjusted and the total number and dollar amount of citations paid and outstanding. Citation Date drives this report. This report can be generated for all Officers or one.
Violation Statistics Report by Violation	Displays a summary level and detailed view of each citation for which a violation is written. This report can be generated for all violations or for one and is summarized by month.
Citation Status Report	Displays the citation written for a specified period and all activity that has taken place. The citation number, cite date, cite location, number of notices, original bail, applied penalties, payments, outstanding balance and whether the citation has been adjudicated are all fields that are displayed.
Closed/Dismissed/Void Report (Summary and Detail)	Displays citations as grouped into Closed, Dismissed and Voided sections in both a summary format and a detailed format. The summary version provides the original bail amount, penalties and charges, payments and amount owed. The detail then provides, for each grouping, the citation number, date, time, plate, State, make, location, status, number of notices sent, RO hit or miss, appeal status, DMV hold status, FTB status, the original bail amount, applied penalties and charges, payments and an amount owed, if any.
Payments by Violation Report	Displays, by date run, the citation number, citation date, payment amount, deposit date, type of payment received, violation code and violation description. This report can be generated for all violations or for a single violation.
Payments Grouped Report (Summary and Detail)	Provides an accounting of all payments received during a specified period, grouped by Department. For example, if a client has multiple departments issuing citations for which they need to account separately, this report will can be run for all departments and will display the data grouped by department, or it can be run for a single department. A summary level of data display, by Department, the total number of citations issued, the amount paid, and the amount owed. A detail section then displays, by Department, the citation number, amount paid and amount outstanding.
Report Title	Report Description

Payment Exception Report (Summary and Detail)	Provides any citation for which there is an overpayment, a partial payment, or an orphan payment. The first section of the report displays a summary level of information that displays, by type, the number of payments and the total dollar amount per payment. The second section displays the citation details including, citation number, date paid, batch number, amount paid, original balance of the citation, the new balance of the citation, a description of the status and the violations for which the citation was written.
Appeal Report	Displays a summary level set of data that provides the user with the total number of citations in the adjudication process, including the number of hearing requests and court requests and the outcome for each level. This report also provides the details of each adjudication matter.
Payment Plan Report	Displays all citation for which a payment plan has been set up and displays the status, all payments and amount owed.

- i. Receive, enter and retain Los Angeles ACE citation data, from citations processed, in a searchable database, including the following data:
- Citation number
 - Date of citation, including multiple dates within a citation where a citation is issued over multiple days
 - Time of citation, including listing multiple times for violations that occur over multiple days
 - Issuing agency
 - Dept. / Div. of agency
 - Status
 - Name of cited person
 - Street address of cited person
 - City, state, ZIP of cited person
 - Location of citation enforcement
 - Comments
 - Violation(s) cited
 - Fine, if any
- j. Maintain a database which is searchable by client agency representatives for the following information elements, concerning one or more citation cases:
- Citation number
 - Name of cited person
 - Address of cited person
 - Unique identifier, such as driver's license number
 - Location of cited offense
 - LAPD reporting district

- Code section cited
 - Date of citation
 - Date range
 - Unpaid, delinquent citation cases
 - Paid citation cases
 - Amounts collected
 - Amounts owing
 - Type of payments
 - Notices sent
 - Number of notices, by case
 - Fines
 - Penalties
 - Refunds
 - Voided cases
 - Cases on review hold
 - Cases on hearing hold
 - Dismissed cases
 - Cases by geographic area, such as reporting district, division, department
 - Cases by agency total
 - Delinquent case referred to collection agencies, if any
 - Photographs of alleged violations.
- k. When interacting with citation recipients, confirm address information and, if delivery of notices has been unsuccessful, request updated address information.
- l. Provide for a variety of notices, the language of which shall be pre-approved by City, to be sent via U.S. mail to cited persons, including but not limited to:
- 1st notice of violation and fine due (with City having the ability to re-set the first notice of violation date)
 - 2nd notice of violation and additional late penalty
 - 3rd notice of violation, delinquency, and possible income tax refund offset
 - Re-notice of responsible person due to correction of offense data, substitution of responsible person, or other compelling reason.
 - Notice of decision - initial review
 - Notice of hearing officer decision

Vendor must contact the City for instructions if any cited party misses the cutoff period for either requesting an Initial Review or an Administrative Hearing where the cited party did not make a timely request but is now

seeking an Initial Review or a Hearing.

Allow for cited responsible persons to enter appeal statements and documentation into their citation case file; and for cited responsible persons to upload administrative hearing request forms, waiver of fine deposit forms, or to request a hearing online in a written statement. All hard copy appeal documentation sent to Contractor by mail shall be uploaded to the Database within 48 hours of receipt.

- m. Notify City via email, at an email address to be designated by City, within 48 hours of the upload of any documents, whether by Contractor or the citation recipient.
- n. Staff liaison personnel to assist client agencies during regular business hours.
- o. Staff customer relations personnel for the general public to assist in resolving citation cases by payment of fines and penalties, or by appeal of the citation case.
- p. Make daily bank deposits of client agency's collected fines and penalties.
- q. Provide refunds to cited responsible persons when such refunds are requested by client agency, including due to hearing officer decision, void of citation case due to error, reduction in fine, or error in offset of tax refund by collection entity. Any refund requests made by third parties, including credit card providers, must be sent to the City for approval prior to the issuance of any refund.
- r. Provide for secure transfer of electronic funds from banking institution to the City's Office of Finance on a monthly basis, in segregated departmental increments identified as LAPD, DAS, Park Rangers and BOSS/IE as well as Los Angeles Housing and Community Investment Division and the Department of Building and Safety
- s. Provide for electronic transfer by email of bank statement, reconciliation

document, and departmental itemized invoices for services rendered and fees owed to the citation processing company, per the terms of a contract between the client agency and the citation processing company.

- t. Participate in any service billing and service documentation audit which may be requested by the City of Los Angeles, Office of the Controller.
- u. Ability to apply innovative technical communication tools for the enforcement of municipal code violations, by enforcement officers in the field, including but not limited to:
 - v. Offer use of hand-held ruggedized android or other type of cellular telephone device to prepare citations in the field and to transmit the citation data to various sources, such as city department base station, or directly to the citation processing company.
 - w. Offer transmission of citations and citation enforcement data from the field enforcement officer by means of an innovative wireless device other than a cell telephone, directly to Contractor.
 - x. Other innovative citation enforcement technologies or strategies which may be known to Contractor.
 - y. Notify customer of applicable late fees and administer collection of those fees

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay the Contractor for satisfactory services rendered in a total amount not to exceed \$750,000 based on the rates specified in "Attachment B - Fee Schedule," which is attached hereto and made a part hereof.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be

expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

5.2 Method of Payment

5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Attachment B - Fee Schedule and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. Notwithstanding the foregoing, City shall not be responsible for any late fees, late charges, interest, or penalties. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Description of services including, but not limited to:
 - a) Date of assignment and work performed
 - b) Citation number
 - c) Name of cited individual
5. Amount of invoice
6. Amount of hours, if applicable
7. Name of City's handling Attorney and Division

Notwithstanding the foregoing, City shall not be responsible for any late fees, late charges, interest, or penalties.

6.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City in the performance of this Agreement is that of

an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City.

Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

7.0 RETENTION OF RECORDS

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

8.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

9.0 CONFIDENTIALITY

9.1 All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as "Attachment C." The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

9.2 Contractor and its employees, agents, and subcontractors may have access to confidential criminal record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.

10.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

11.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 9.0 and 10.0 are provided to and apply to all subcontractors of this Agreement.

12.0 CONTINUED REQUIREMENTS

The requirements of this Section 9.0, 10.0, and 11.0 survive termination of the Agreement.

13.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.

14.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/21) [v.4], attached to this Agreement as "Attachment A" and incorporated herein by reference.

15.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed Attachment A – Standard Provisions for City Contracts (Rev. 10/21) [v.4], followed by other attachments or exhibits in descending numerical or letter order.

16.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. Each Party acknowledges that it has read and understand this agreement and had an opportunity to consult with counsel of its choosing.

This Agreement may be 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 agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[Signature page
follows.]**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES
a Municipal Corporation

DATA TICKET, INC.
a Corporation

DocuSigned by:
Jennifer Roth
0437CEAD5371441...
By: _____
MICHAEL N. FEUER
City Attorney

By: *Brook Westcott*

BROOK WESTCOTT
Chief Operating Officer

Date: 2/8/2022

Date: 1-25-2022

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: *Brent L. Nichols*

BRENT NICHOLS
Deputy City Attorney

By: *Michael V. Valentin*

Deputy City Clerk

Date: 2/8/2022

Date: 02/08/2022



City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number C-139881

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract 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.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination**A. Termination for Convenience**

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

- services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
 4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
 5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** 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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to **CONTRACTOR** unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by CITY may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

Form Gen. 133 (Rev.10/17)

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

Form Gen. 133 (Rev. 10/17)

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other:

ATTACHMENT B
Fee Schedule

Attachment B – Fee Schedule

Fee Description	Administrative Citation Processing Fee Option 1
Citation Processing & Collections	
Manual Citation Processing (Inclusive of \$3.50 processing fee)	\$18.00
Electronic Citation Processing (Inclusive of \$3.50 processing fee)	\$15.00
1st Notice Sent	No charge
Delinquent Collections	No charge
Franchise Tax Board Processing - SSN Look-up	\$2.00 per unique SSN
FTB Collections	15% of paid amount
Credit Reporting Collections Legal Action Not Required	30% of paid amount
Adjudication Services	
Adjudication Hold & Scanning of Documentation	No charge
Disposition Entry	No charge
Disposition Letters	No charge
Hearing Schedule Letters	No charge
Additional Correspondence Requested by City	\$1.25 per piece of correspondence
Certified Letter Fee (Optional)	\$5.00
Hearing Performance	\$85.00 / hr

*Assessed at Citation Date + 60 Days

Manual and Electronic Administrative Citation Processing:***Services for the above-mentioned items include:***

- Data entry of manually written citations performed within 48 hours of receipt
- Quality assurance verification of manually entered citations
- Scanning of all manually written citations into City's network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations
- Electronic transfer of all electronically written citations, recordings, videos and photographs

1st Notice Cost:

Services for the above-mentioned item include:

- Semi-custom Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-of payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment

Delinquent Collections:

- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the Citation Recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

Franchise Tax Board Processing:

SSN Look-up

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- **This charge is charged per unique SSN, not per citation**

FTB Collections

- This percentage fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail at no additional cost to the City
- All notices are attached to the citation online and are viewable via the web
- **Data Ticket will pay for the City's cost to participate in the FTB program;** annually, FTB will send an invoice to the City for the number of debts placed at FTB; the City will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee.**

Credit Reporting Collections (Optional)

- This fee is charged if a citation is paid at Advanced Credit Reporting Collections
 - **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at Credit Reporting Collections, only the 23% of revenue collected will be charged

2nd Level Hearing Hold, Scanning and Scheduling of Hearing

- Data Ticket will review all documentation received by the Citation Recipient and determine whether the request for hearing was received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution (defined below) where it is displayed on the web for the City and the Hearing Officer
- If the request is received outside the required timeframe, City will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" (the content and format of which shall be agreed upon by City and Data Ticket) rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Schedule & Disposition Letters

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- **All letters are attached to the citation online and are viewable via the web**
- Disposition letters will be sent Monday - Friday

2nd Level Hearing Disposition

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System ("System") for viewing by City, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

Joint / Escrow Banking Services (Optional) Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
 - Online, real-time reconciliation reports that tie directly to the bank statement
 - Processing of all credit card charge-backs and non-sufficient funds
 - Month-end reconciliation of all funds collected
 - Payment of Data Ticket's invoice
 - Disbursement of the net remittance to the Agency
 - Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
 - Refunds verified and issued weekly

Online Access for the Agency's Customers: **Included**
Recipients of citations ("Citation Recipients") will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a Hearing online and attach up to three supporting documents
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**
Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the System. **Data Ticket does not limit the number of individuals who have access to the System and the number and types of access can change at any point with a simple email request to Data Ticket. Data Ticket does not charge based upon the number of individuals who have access.**

The Solution is setup to maintain a complete audit trail for each transaction in the System so that the **username is displayed next to every transaction in the System, indicating who performed the transaction and when.**

Dependent on the access rights provided to each City user, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Charge-backs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold

- Change citation data, including violations, date, time, location, comments, and others
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without responsible party information

Reporting:

Included

- Data Ticket offers 24 reports online, any of which can be requested by City at any time and no additional charge; real-time reports that can be generated for any timeframe required.
- All reports are available online and shall be retained for the period set forth in the Agreement, unless City has otherwise requested deletion.
- All reports are generated in HTML in a format that allows City to copy and paste the data into Excel for data manipulation purposes.
- The content and format of any reports not already available will be agreed upon by City and Data Ticket and provided to City at no cost.

Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) shall be received by Data Ticket at an office at which a bonded and insured courier delivers them to Data Ticket for processing.
- Data Ticket's on-site mail department shall open, sort, and batch the payments for data entry.
- Data Ticket shall enter each payment via double-blind entry, after which a quality assurance team shall review accuracy.
- Data Ticket shall then generate daily deposit slips, which shall be provided to a bonded, insured courier for delivery to a bank.

Charge-backs and NSF's

Included

- Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence if Agency is not an escrow account holder
- Once processed, Data Ticket will send a custom letter to the cited individual detailing the returned item and the amount due on the citation

Refunds

Included

- Data Ticket will process refunds when notified of each by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly

- Refunds will be sent via 1st Class Mail

Customer Service:

Included

- Data Ticket will provides a live, bilingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, FTB, advanced credit reporting collections and more
- **All calls shall be for purposes of quality assurance and recordings can be sent to the Agency at any time for review upon request; Data Ticket shall obtain all legally required consents to record such calls.**
- Data Ticket's IVR is bilingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence:

Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Citation Recipients to access citations online
- **If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency at no additional charge.**

Cost Increases:

Postal Rate Increase Offset - If postal rates increase during the term of the agreement, the parties shall discuss a fee increase to compensate Data Ticket for such postal rate increases.

CPI Increases - There will be NO CPI increases for the duration of the agreement.

Optional Handheld Ticket Writer / Printer Pricing

City shall, at its sole discretion, have the option to lease and/or purchase handheld units capable of producing the citations described under this Agreement according to the following pricing schedule.

**Two Piece Handheld Ticket Writer
Pricing**

Item	Samsung Galaxy Tab E	Samsung Galaxy Tab S2
3 Year Lease Price	\$20.00 / per month	\$35.00 / per month
Purchase Price	\$1,000.00	\$1,700.00

AND
Two Piece Handheld Printer Pricing

Item	TSC 4 Printer
3 Year Lease Price	\$34.00 / per month
Purchase Price	\$835.00

ATTACHMENT C
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

I understand that my employer, Data Ticket, Inc. has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City Attorney's Office.

I understand that Data Ticket, Inc., has assigned me to provide temporary services to the City Attorney's Office and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, recorded testimony, audio-tapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by Data Ticket, Inc. or the City of Los Angeles or the City Attorney's Office.

I further understand that all information, records, software programs, documents, and data provided by the City Attorney's Office to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles and/or the City Attorney's Office. Any and all information, records, documents, and data provided by the City Attorney's Office to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal City Attorney's Office request is made through my employer.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Data Ticket, Inc. and the City of Los Angeles and/or City Attorney's Office.

I will be responsible for protecting the confidentiality and maintaining the security of City Attorney materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to my employer for storage and/or for future transcript requests.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and Data Ticket, Inc., and will not nullify such agreements, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles and/or the City Attorney's Office will seek all possible legal redress.


Data Ticket, Inc.
(Representative Signature)

Brook West
Print Name

Chief Operating Officer
Title

1/26/2022
Date