

AGREEMENT

Between

THE CITY OF LOS ANGELES

And

BLOOMBERG FINANCE L. P.

For

BLOOMBERG FINANCIAL SYSTEMS

This Agreement is made and entered into by and between the City of Los Angeles (hereinafter "City"), a municipal corporation, acting by and through its Office of Finance's Tax & Permit Division, with offices located at 200 N. Spring St., City Hall Room 220, Los Angeles, California 90012, and Bloomberg Finance L. P. for Bloomberg Financial Systems (hereinafter "Contractor"), a corporation authorized to conduct business in the State of California with offices located at 731 Lexington Ave., New York, NY 10022, for the provision of *Bloomberg Professional Service*.

WHEREAS, the City requires the proprietary, professional, expert, technical and uniquely specialized services of *Bloomberg Professional Service* as an essential requirement in its the management of the City's investment portfolio;

WHEREAS, the Contractor is the sole provider of *Bloomberg Professional Service*;

WHEREAS, the use of competitive bidding is impractical due to the data and services provided by the Contractor being of a proprietary, specialized and technical nature not available from other contractors;

WHEREAS, the current contract between the City's Office of Finance and the Contractor expired June 30, 2014.

NOW, THEREFORE in consideration of the above premises and of the representations and covenants hereinafter set forth the parties hereto represent and covenant as follows:

1. SCOPE OF SERVICE

The Contractor shall complete the services and deliverables specified in the *Bloomberg Agreement*, *Bloomberg Datafeed Addendum* and *Bloomberg Schedule of Services* (collectively hereinafter "Bloomberg Agreements") which are attached hereto as Appendix B and made a part of this Agreement.

2. REPRESENTATIVES OF PARTIES

Thomas Juarez, Chief Investment Officer of the City's Office of Finance or other person as determined by the Director of Finance, shall be the Contractor's main point of contact with the City. Mr. Juarez may be reached at (213) 978-4039. The representative for the Contractor shall be Molly Christy who may be reached at (212) 617-2306.

3. TERM

The term of this Agreement shall be July 1, 2014 to June 30, 2019 with the option to extend the term to June 30, 2024 upon mutual written agreement by both parties. Continuation of this agreement for the second and following years shall be contingent on the availability and approval of funding by the City Council for such purpose.

4. COMPENSATION

The City shall pay the Contractor monthly for services at the rates specified in the *Bloomberg Schedule of Services* included in Appendix B of this Agreement.

5. INVOICE

The Contractor shall submit to the City an invoice with all relevant documentation. The Contractor is required to submit an invoice that conforms to City standards and that includes, at a minimum, the following information:

1. Name and address of company or firm and the City department being billed;
2. Date of invoice and period covered;
3. Reference to contract number;
5. Description of service provided and amount due;
6. Payment terms, total due and due date;
7. Certification by a duly authorized officer;
8. Remittance address.

The invoice shall be submitted on the Contractor's company letterhead, which shall contain the Contractor's official logo and identifying information such as name and address of the Contractor. The invoice shall be submitted within 30 days of initiation of service for each monthly period of the contract and shall be payable to contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when the appropriate documentation of services provided is signed-off as satisfactory by the City manager.

The invoice and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a).

The Contractor shall submit the invoice for review and approval to the following address:

Thomas Juarez, Chief Investment Officer
Office of Finance, Investment Division
200 North Spring Street, Room 201
Los Angeles, CA 90012

6. PAYMENT

After the City receives and approves the invoice submitted by the Contractor, the City will process payment for services.

7. LICENSES

The Contractor warrants that it, and all personnel assigned to provide the professional services required hereunder, have obtained, and will maintain in good standing at all times during the term of this Agreement, all licenses and permits required by all relevant jurisdictions to perform the professional services called for in this Agreement or as may be required by the City. The Contractor shall immediately notify the City if any license required by this Agreement is suspended or revoked.

8. RATIFICATION

By its approval and execution of this Agreement, the City accepts the services performed by Contractor during the period from July 1, 2014 through the execution of this Agreement, and agrees to compensate the Contractor, subject to all terms and conditions of this Agreement, for the services which it performed since the above mentioned date. The City requested such services to be performed prior to execution of this Agreement to protect the City from the loss of revenues that would otherwise have resulted from a delay in the acceptance of payments made using American Express Cards.

9. INCORPORATION OF STANDARD PROVISIONS

Contractor agrees to comply with the applicable requirements of the *Standard Provisions for City Contracts (rev. 03/09)*, attached hereto as Appendix A and incorporated into this Agreement and made a part hereof, except for the substitution of the following provisions:

a. PSC 3 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Notwithstanding the provisions in PSC-3 and the corresponding provisions in the Bloomberg standard documents pertaining to choice of law, the parties agree that neither party's choice of law provision shall take precedence over the corresponding provision in the other party's standard contract documents. Should a dispute arise and a court's intervention become necessary to solve this dispute, the issue of which state's law shall be used to govern the dispute (California or New York) shall be determined by the court overseeing the dispute.

b. PSC 8 – BREACH

Except for excusable delays as described in PSC-7 if any party fails to perform, in whole or in part, any promise, covenant, or Agreement set

forth herein, or should any representation made by it be untrue, any aggrieved party, subject to the Bloomberg Agreement, may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

c. PSC 13 – Prohibition Against Assignment and Delegation

Contractor may not, unless it has first obtained the written permission of the City, which shall not be unreasonably withheld:

1. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or
2. Delegate, subcontract (as defined in PSC-12), or otherwise transfer any of its duties under this Agreement.

The requirements of this provision do not apply to assignments and delegations mandated of Contractor by any State, Federal or local government agency

d. PSC 19 – Bonds

Section PSC-19 of the Standard Provisions entitled "Bonds" shall be of no force or effect. There are no bonds required by the City under the terms of this contract.

e. PSC 20 – Indemnification

Notwithstanding any provision to the contrary, the provisions in PSC-20 shall take precedence in cases which involve personal injuries or death of Bloomberg employees or contractors who sustain such injuries while performing duties related to this contract on City premises.

f. PSC 21 – Intellectual Property Indemnification

Notwithstanding any limitations contained in paragraphs 6(b) through 6(i) to the contrary, SP [Bloomberg] agrees to indemnify SR [City] and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other intellectual property, contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action, consistent with Los Angeles City Charter

Sections 271-273, to which this indemnity relates, (iii) SR shall cooperate in every reasonable way to facilitate such defense, and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

g. PSC 22 – Intellectual Property Warranty

Section PSC-21 of the Standard Provisions entitled "Intellectual property Indemnification" shall be of no force or effect.

h. PSC 23 – Ownership And License

Section PSC-23 of the Standard Provisions entitled "Ownership and License" shall be of no force or effect.

i. PSC 33 – Contractors Responsibility Ordinance

Section PSC-33 of the Standard Provisions entitled "Contractors Responsibility Ordinance" shall be of no force or effect. The City Public Works Bureau of Contract Compliance has determined that provisions of the Contractor Responsibility Ordinance are not applicable to this contract.

j. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it

changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

10. **ATTACHMENTS**

- a. The Standard Provisions for City Contracts (Rev. 3/09) are attached hereto as Appendix A and hereby incorporated into and made part of this Agreement.
- b. The *Bloomberg Schedule of Services, Bloomberg Agreement and Bloomberg Datafeed Addendum* (collectively "*Bloomberg Agreements*") are attached hereto as Appendix B and hereby incorporated into and made part of this Agreement.

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

Approved Corporate Signature Methods:

- a) Two Signatures: one by Chairman of Board of Directors, President, or Vice President; and one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. OR
- b) One signature by Corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign on the company's behalf.

CITY OF LOS ANGELES

By: _____
ANTOINETTE CHRISTOVALE, CPA
 Director of Finance/ City Treasurer

Date: _____

Bloomberg L.P.
By: Bloomberg Finance LLC.

By: _____
Signature

Name: _____
Printed / Typed

Title: _____
Printed / Typed

Date: _____
December 18, 2014

By: _____
Signature

Name: _____
Printed / Typed

Title: _____
Printed / Typed

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER
 City Attorney

By _____

Title _____

Date _____

ATTEST:

HOLLY L. WOLCOTT
 City Clerk

By _____

Title _____

Date _____

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve **CONTRACTOR'S** subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the 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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
 - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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

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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) 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 – Workers' Compensation (WC) and Employer's Liability (EL)	WC EL	<u>Statutory</u> _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	

General Liability		
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		

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

Professional Liability (Errors and Omissions) _____

Property Insurance (to cover replacement cost of building – as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	

Pollution Liability		
<input type="checkbox"/> _____		

Surety Bonds – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price
Crime Insurance _____

Other: _____

BLOOMBERG AGREEMENT

SERVICE PROVIDER ("SP"): BLOOMBERG FINANCE L.P.
 SERVICE RECIPIENT ("SR"): CITY OF LA OFFICE OF FINANCE
 (Company Name)

ACCOUNT: 206832
 AGREEMENT: 2414399

SP agrees to provide to SR the equipment and services described in paragraph 1 hereof, and SR subscribes to such services in accordance with this Agreement.

1. Services.

The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable right to use the BLOOMBERG PROFESSIONAL service information, data, software and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (each a "Schedule" and collectively, the "Schedules"), in accordance with this Agreement.

2. Term.

- (a) This Agreement shall be effective from the date it is accepted by SP until the date that is one year after the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) SR shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 3 hereof; and (ii) SP shall have the right to terminate this Agreement at any time immediately upon written notice to SR if SR breaches any of the provisions of this Agreement.
- (b) The Term shall be automatically renewed for successive one-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by SP, and the Schedule shall be considered to be amended accordingly.

3. Charges.

- (a) SR agrees to pay SP the fees and charges set forth on each Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at SR's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.
- (b) If SR uses Electronic Trading (as defined below), SR shall also pay all applicable access and transactional fees set forth on Menu ETOR (as defined below) or of which SR has been given prior written or electronic notice, in each case related to the Electronic Trading of SR and/or of a Customer (as defined below) of SR, and any sales tax, VAT, GST or similar taxes imposed on the access and transactional fees.
- (c) SR shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges incurred in connection with the Services. SR shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for exchange and third-party information services. If SR selects any of these services, SP shall submit the appropriate applications for such services, a price list, and bill accordingly. SR shall pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be SR's legal responsibility to pay. In addition, SR shall reimburse SP for all property taxes and/or assessments with regard to the value of SP's Equipment in service at SR's premises.
- (d) If SR terminates this Agreement pursuant to paragraph 2(a)(i) hereof or SP terminates this Agreement pursuant to paragraph 2(a)(ii) hereof, SR shall be liable for all amounts payable pursuant to paragraphs 3(a), 3(b) and 3(c) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with each Schedule for the balance of the Term.

4. Distribution of SR Data.

SR shall not distribute data to other users of the Services by means of the Services or reference SP or any of SP's affiliates in any print, electronic or other medium without SP's prior written consent. Notwithstanding the above, if SR contributes or provides prices or ratings to SP or its Affiliated Companies (as defined in paragraph 5(e) below) or on any product or service provided by SP and/or its Affiliated Companies, SR hereby grants to SP and its Affiliated Companies, and SP hereby accepts, a nonexclusive, worldwide license for SP and its Affiliated Companies to use such prices or ratings in SP's or its Affiliated Companies' generic, "fair value," composite or theoretical prices or ratings, or other similar pricing or rating models, and in the development and distribution of SP's or its Affiliated Companies' descriptive database. This paragraph is not intended to prohibit SR's use of the message system included in the Services.

5. Electronic Trading.

- (a) The Services shall include "Electronic Trading", which includes (a) all electronic trading systems, products or services, order-routing systems, products or services and other transactional systems, products or services accessible via the BLOOMBERG PROFESSIONAL service and (b) the services listed on the Electronic Trading and Order Routing Menu Page, as it may be



updated by SP from time to time ("Menu ETOR") to add or delete additional services. In addition, any additional services shall be deemed part of Menu ETOR from SR's first use of any such additional service. Menu ETOR is accessible via the BLOOMBERG PROFESSIONAL service function ETOR <GO> (or its replacement function) and is incorporated herein by reference. If there is any conflict or inconsistency between this Agreement and any other agreement between SP and SR and/or any of SP's Affiliated Companies (as defined in paragraph 5(e) below) with respect to Electronic Trading, then such other agreement shall prevail, but only to the extent of the conflict or inconsistency.

- (b) SR shall not enable or cause to be enabled any Customer for Electronic Trading until such Customer has entered into an agreement with SP or an Affiliated Company (as defined in paragraph 5(e) below) as specified by SP from time to time containing provisions similar to those contained in this Agreement with respect to Electronic Trading. SR shall comply with all applicable laws, regulations and rules in its use of Electronic Trading and SR shall settle or cause to be settled all trades entered via the BLOOMBERG PROFESSIONAL service or any computer link (collectively with the BLOOMBERG PROFESSIONAL service, an "Electronic Link"). licensed to SR or Customer, regardless of whether SR or Customer authorized the individual or Customer who entered or effected the trade to do so. Each time SR enters an order, effects a transaction or otherwise uses Electronic Trading or enables a Customer to use Electronic Trading, it shall be deemed to represent and warrant to SP and its Affiliated Companies that: (i) SR understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions and SR has obtained all required licenses in the jurisdictions in which Customers are located; (ii) SR has all regulatory and legal authority to enter into this Agreement and to engage in Electronic Trading; (iii) if SR has Customers in the United States that transmit or receive orders in securities, it (x) is registered with the U.S. Securities and Exchange Commission as a broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc., or (y) will comply at all times with the exemption from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (z) is otherwise exempted or excepted from such registration; (iv) SR is a sophisticated market participant that is knowledgeable about the securities and interests traded or routed by use of Electronic Trading and understands the related risks; (v) if SR uses Electronic Trading to enter into a derivatives transaction, SR (A) has total assets exceeding U.S. \$10 million or the equivalent in another currency, or (B) is a regulated financial institution, insurance company, broker-dealer or futures commission merchant, or (C) is an "eligible contract participant" ("ECP") as defined in the U.S. Commodity Exchange Act; and (vi) SR has implemented commercially reasonable security procedures intended to limit access to Electronic Trading to authorized individuals. "Customer" shall mean any person or entity enabled or caused to be enabled by SR for Electronic Trading.
- (c) If SR provides quotations in interests quoted on Electronic Trading to any other system that commingles quotations ("Other System"), SR shall enable its Customers that are also customers of SP or its Affiliated Companies (as defined in paragraph 5(e) below) to interact with SR's relevant pricing display(s) on Electronic Trading to the extent SR has enabled such Customers or caused such Customers to be enabled for an Other System.
- (d) SP and/or its Affiliated Companies shall have the right to terminate and/or suspend SR's and/or Customers' use of any and all Electronic Trading at any time.
- (e) SP's Associated Persons (as defined below) and the Additional Entities (as defined below) shall be third-party beneficiaries with respect to SR's agreements and obligations in connection with Electronic Trading, including, but not limited to, SR's agreements and obligations contained in paragraphs 3(b), 5, 6 and 7 hereof. "SP's Associated Persons" shall mean Affiliated Companies of SP and the partners, suppliers, successors and assigns of SP and its Affiliated Companies and their respective officers, directors, employees and representatives, and the term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP, including, without limitation, those Affiliated Companies listed on Menu ETOR that are involved in making Electronic Trading available. "Additional Entities" shall mean dealer participants, system operators, exchanges, markets, order aggregation facilities, executing brokers, clearing brokers, and any other entities or persons involved in Electronic Trading.
- (f) SP's signature with respect to its rights, obligations and agreements in connection with Electronic Trading shall be on its own behalf and on behalf of its Affiliated Companies, as applicable.

6. Warranties and Limitations of Liabilities.

- (a) Each time SR uses the Services, SR shall be deemed to represent, warrant and covenant to SP and its Affiliated Companies that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; and (ii) its use of the Services complies with all applicable laws, rules and regulations.
- (b) SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The information and data contained in the Services are derived from sources deemed reliable, but SP, its Affiliated Companies and its and their suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. To the maximum extent permitted by law, SP and its Affiliated Companies shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Equipment on SR's premises. SR is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. SP and its Affiliated Companies shall have



no liability or responsibility for the security or maintenance of any data input by SR.

- (c) SP, its Affiliated Companies, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP or its Affiliated Companies or any of its and their employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against SR by any other party.
- (d) SP, SP's Associated Persons and the Additional Entities make no warranties, express or implied, with respect to Electronic Trading. To the maximum extent permitted by law, SR releases SP, the Additional Entities, SP's Associated Persons and its third-party agents from all liability, including, without limitation, for any lost profits, losses, punitive, incidental or consequential damages arising from SR's use or any use by Customers of Electronic Trading, including but not limited to any failure of any Electronic Link, regardless of the cause; provided, however, that an Additional Entity acting as a counterparty to a trade shall not be released from liability for its failure to settle a trade with SR.
- (e) SR shall indemnify, hold harmless and at SR's expense defend SP, SP's Associated Persons and the Additional Entities against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by SR or the use of the Services by SR or Customer.
- (f) Notwithstanding anything to the contrary in paragraph 6(e), an Additional Entity shall not be indemnified for its failure to settle a trade with SR initiated via an Electronic Trading system, product or service.
- (g) Limited by paragraph 6(h), to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with a given Electronic Trading system, product or service for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the BLOOMBERG PROFESSIONAL service subscription(s) of SR enabled for the Electronic Trading system, product or service in question during the three months preceding the first loss or damage, or in the case of Customers enabled on, or SR's use of, an Electronic Link other than the BLOOMBERG PROFESSIONAL service, such liability shall not exceed the fees paid by SR for a single BLOOMBERG PROFESSIONAL service subscription during the three months preceding the first loss or damage.
- (h) Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with this Agreement, the Services and Electronic Trading for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the Services during the three months preceding the first loss or damage, and this shall be SR's exclusive remedy.
- (i) No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by SR more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law.
- (j) Notwithstanding any limitations contained in paragraphs 6(b) through 6(i) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR shall cooperate in every reasonable way to facilitate such defense, and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

7. Remedies.

If SR or any of its employees, representatives or affiliates breaches or threatens to breach any provision of this Agreement, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. If SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of SP and others in the information provided through the Services and Equipment, to avoid breach of SP's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, SR acknowledges and agrees that the dissemination or distribution by SR of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 10(a) through 10(d) hereof and shall give rise to an immediate right of SP to terminate this Agreement or any portion of the Services provided hereunder.

8. Parties.

SR recognizes that (i) SP, (ii) its Affiliated Companies, (iii) the respective partners and suppliers of SP and its Affiliated Companies, and (iv) the respective affiliates of the entities covered in subparagraph (iii) ((iii) and (iv) together, the "Covered Entities"), each have rights with respect to the Services, including the software, data, information and other items provided by SP and its Affiliated Companies by reason of SR's use of the Services. Paragraphs 6 and 7 hereto shall be for the benefit of SP, its Affiliated Companies, the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees and representatives of the Covered Entities. The term "SP" as used in paragraphs 6 and 7 hereto includes SP, its Affiliated



9. Access.

SR, at its expense, agrees to provide network access per SP's current specifications. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. SP is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by SP and used by SR in accessing the Services. However, SP shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

10. Scope of Services.

(a) The Services and the Equipment are solely and exclusively for the use of SR and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by SP and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term. SR acknowledges and agrees that it has no ownership rights in and to the Services and that no such rights are granted under this Agreement. SR shall honor and comply with all written requests made by SP or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.

(b) SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. In addition, SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment.

Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use. SR shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.

(c) The analysis and presentation included in the Services shall not be recirculated, redistributed or published by SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.

(d) SR shall not use any of SP's or its Affiliated Companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.

(e) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.

11. Facilities.

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to SP's specifications. At SR's expense, SR shall install or have installed on SR's premises, and shall modify from time to time at SP's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by SP. SR shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by SP.

12. Return of Equipment and Software.

Upon termination of this Agreement or any Schedule for any reason whatsoever, SP shall have the right to remove the Equipment and software by which the terminated Services are provided at SR's expense. In addition, upon such termination SR shall cease use of all terminated Services.

13. Access to Property.



Any person or persons designated by SP shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. SR acknowledges and understands that SP and its Affiliated Companies may monitor, either physically or electronically (including remotely), SR's use of the Services. SR shall at all reasonable times permit SP to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

14. Maintenance.

SP to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, SP AND ITS AFFILIATED COMPANIES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND ITS AFFILIATED COMPANIES AND HOLD THEM HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD-PARTY COMMUNICATIONS NETWORK. SR shall be responsible for the safekeeping of the Equipment from the time it is received on SR's premises and shall take reasonable steps to prevent abuse to the Equipment. SR shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to SR and shall pay SP the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of SP. To the maximum extent permitted by law, none of SP, its Affiliated Companies or its and their suppliers or third-party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

15. Relocation.

On reasonable prior written notice, which shall in no event be less than 60 days, and at SR's expense, SP shall relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. SR acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 6 hereof apply to any such interruption.

16. Assignment.

SR shall have the right to assign this Agreement or the rights hereunder only with the written consent of SP which, in the case of an assignment by SR to any of its affiliates that are in substantially the same business as SR, shall not be unreasonably withheld.

17. Complete Agreement; Modifications or Waivers; Form; Inquiries.

This Agreement, together with the Schedules, which are incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto; provided, however, that SP may amend the provisions of this Agreement relating to Electronic Trading (i) for regulatory reasons or (ii) to provide additional services by providing written notice to SR. For inquiries, SR should contact Bloomberg L.P., operating agent of SP, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540, or any successor operating agent or other party as specified by SP from time to time.

18. Validity.

SP and SR intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

19. Governing Law.

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable choice-of-law principles. The parties hereto agree to submit to the jurisdiction of each of the federal and state courts located in New York County, New York in connection with any matters arising out of this Agreement and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action.

20. Electronic Signatures.

This Agreement, including any Schedules, and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means, including any communication implementing the procedures in such website, shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such facsimile, electronic mail transmission, or communication via such electronic means shall be deemed to be in writing. If SR's signature or acknowledgment is required or requested with respect to any document in connection with this Agreement and any employee or representative authorized by SR "clicks" in the appropriate space on a website designated by SP or takes such other action as may be indicated by SP, SR shall be deemed to have signed



or acknowledged the document to the same extent and with the same effect as if SR had signed the document manually. SR acknowledges and agrees that it has the ability and knowledge to print information delivered to SR electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to SR in an unchanged form.

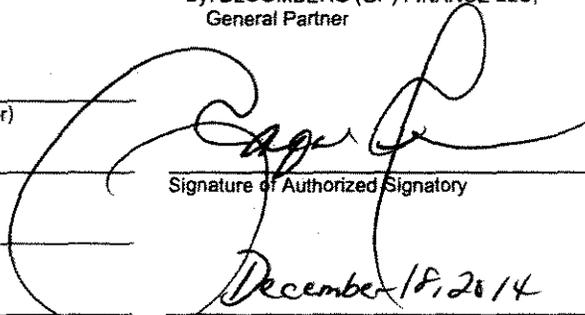
21. Survival.

Paragraphs 3(d), 4, 5(e), 6, 7, 8, 12, 13, 14 and 19 hereof shall survive the termination of this Agreement and shall continue in full force and effect.

Agreed to by:
CITY OF LA OFFICE OF FINANCE
Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
By: **BLOOMBERG (GP) FINANCE LLC,**
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)



Name (Please type or print)

Signature of Authorized Signatory

Title (Please type or print)

December 18, 2014

Date

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.

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BLOOMBERG SCHEDULE OF SERVICES

SERVICE PROVIDER ("SP"): **BLOOMBERG FINANCE L.P.**
 SERVICE RECIPIENT ("SR"): **CITY OF LA OFFICE OF FINANCE**
 DEPARTMENT: **TREASURY** ORDER DATE: **12/17/2014** ACCOUNT No: **206832**
 ORDER No: **23030223**

EQUIPMENT ADDRESS:
 CITY OF LA OFFICE OF FINANCE
 200 N SPRING ST
 ROOM 201
 LOS ANGELES CA 90012-4801
 (City) (State/Province) (Postal Code)
 United States
USER CONTACT:
 Maria Pascual 213-485-1587

BILLING ADDRESS:
 CITY OF LA OFFICE OF FINANCE
 200 N SPRING ST
 ROOM 201, CITY HALL
 LOS ANGELES CA 90012-4801
 (City) (State/Province) (Postal Code)
 United States
BILLING CONTACT:
 Ofelia Reyno 213-978-4039

SP and SR are parties to a BLOOMBERG AGREEMENT, Number 2414399 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE
1	1.5Mb/2Mb Network Access Charge Account# 206832, SID# 190908, Term Start Date 04/01/2014	495.00
1	1.5Mb/2Mb Network Access Charge Account# 206832, SID# 1018249, Term Start Date 10/30/2014	495.00
1	Bloomberg Anywhere Account# 206832, SID# 103964, Term Start Date 07/01/2014	1750.00
1	Bloomberg Anywhere Account# 206832, SID# 182621, Term Start Date 07/01/2014	1750.00
1	Bloomberg Anywhere Account# 206832, SID# 282752, Term Start Date 07/01/2014	1750.00
1	Bloomberg Anywhere Account# 206832, SID# 482763, Term Start Date 07/01/2014	1750.00
1	AccessPoint w/ 17"FPBBPC Account# 206832, SID# 622943, Term Start Date 02/26/2014	150.00
1	Bloomberg Anywhere Account# 206832, SID# 825254, Term Start Date 07/01/2014	1750.00
1	AccessPoint w/ 17"FPBBPC Account# 206832, SID# 898404, Term Start Date 12/21/2014	150.00
1	AccessPoint w/ 17"FPBBPC Account# 206832, SID# 1214880, Term Start Date 06/07/2014	150.00
1	AccessPoint w/2-19" Heads w/ Stand+PC Account# 206832, SID# 1472730, Term Start Date 03/18/2014	150.00
1	AccessPoint w/ 17"FPBBPC Account# 206832, SID# 1537225, Term Start Date 05/19/2014	150.00
1	AccessPoint w/2-19" Heads w/ Stand+PC Account# 206832, SID# 3213874, Term Start Date 10/20/2014	150.00
1	Bloomberg Anywhere Account# 206832, SID# 3213881, Term Start Date 10/20/2014	1750.00
1	Terminal w/2-19" Heads w/Stand +PC Account# 206832, SID# 3657217, Term Start Date 07/20/2014	1900.00
PO#		Total: \$14290.00

TERMS AND CONDITIONS

This Schedule is for renewal purposes only.

1. INSTALLATION OF SERVICE(S); OTHER EQUIPMENT

Pursuant to the Agreement, SR has requested SP to provide the Services at the stated equipment address (as noted above). The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service.

2. TERMS & CHARGES

(a) The initial term of this Schedule is from the first day Services or additional Services are provided to the first anniversary of that date (the "Schedule Term"). This Schedule or any portion of the Services provided under this Schedule may be terminated early during the Schedule Term or any renewal thereof on the same terms and conditions for early termination as set forth in paragraph 2 of the Agreement, and shall automatically terminate upon termination of the Agreement. Upon termination of this



Schedule or any portion of the Services provided under this Schedule, SR shall pay any applicable charges set forth in paragraph 3 of the Agreement with respect to such terminated Services, including a termination charge for such terminated Services based on the balance of the Schedule Term. Upon termination of this Schedule or any portion of the Services provided under this Schedule at any time for any reason, SR shall pay any waived installation fees, early termination charges and any other fees imposed on SP by the provider of any Network Access (as defined below). Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day of actual installation and shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any fee increase of which SR is notified in accordance with the Agreement or this Schedule will take effect as specified notwithstanding the issuance of a Schedule setting forth the then-current fee.

- (b) The Schedule Term shall be automatically renewed for successive one-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Schedule is so renewed for any additional period beyond the initial Schedule Term, the charges payable pursuant to paragraph 3(a) of the Agreement for such renewal period shall be calculated at the prevailing rates then offered by SP, and this Schedule shall be considered to be amended accordingly.
- (c) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services will automatically be charged at SP's prevailing rates, and SR will be invoiced accordingly.
- (d) As part of the Services, SR may request the provision of (i) Network Access and/or (ii) routers. "Network Access" shall mean connectivity to the Bloomberg network, including without limitation communications circuits and facilities and any applicable installations or upgrades thereof. If Network Access and/or routers are provided to SR, the charges for such Network Access and/or routers are not guaranteed for the Schedule Term. Increases and/or discounts to such charges may be made on 90 days' advance written notice, and customer relocations may result in immediate price adjustments for such Network Access and/or routers. SR may terminate circuits or routers upon 90 days advance written notice, provided that, for circuits, SR has maintained the circuit for at least twelve (12) months after the installation of the circuit and has installed a replacement approved by SP. SR may use Network Access and/or routers only in connection with use of the Services described in the Agreement. SR may relocate routers upon 90 days' advance written notice to SP to a location approved by SP in advance. SP or any person designated by SP has authorization to disconnect SR's old circuits and facilities. Any extraneous wiring charges are not covered by SP.
- (e) The Total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Services, and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

3. BLOOMBERG ANYWHERE

- (a) "Bloomberg Anywhere" shall mean a subscription to the Services that may be used by only one individual. If SR accesses the Services through Bloomberg Anywhere by use of SP software (each, an "Access Point"), SR shall notify SP of the locations of the computers or workstations via which a Permitted User (as defined below) of Bloomberg Anywhere may access the Services upon the installation of any such software and upon SP's request from time to time. Each Access Point of a particular Permitted User will be permissioned to receive the same functionalities available to every other Access Point of such Permitted User, unless SP shall otherwise specify or determine from time to time. From time to time in SP's sole discretion, SP may permit Permitted Users to access the Services through Bloomberg Anywhere via additional software-based Access Points or via the internet.
- (b) Each individual with access to the Services through Bloomberg Anywhere (each, a "Permitted User") shall gain access to the Services only through (i) a standard unique Permitted User login and password and (ii) a SP secure identification device, as required and provided by SP. All such secure identification devices shall be included in the term "Equipment." SR shall not permit Bloomberg Anywhere to be shared, switched or replicated between two or more persons or to be used to access the Services simultaneously from two or more devices, computers, workstations or locations. All Access Points provided in connection with Bloomberg Anywhere may be accessed only by a Permitted User and access may not be shared with any person who is not a Permitted User or used in any manner inconsistent with the Agreement or this Schedule. SP reserves the right periodically to audit and monitor (whether physically or electronically) Bloomberg Anywhere to ensure compliance with the Agreement and this Schedule.

4. BLOOMBERG FLAT PANEL

If this Schedule provides, or may from time to time provide, for one or more Flat Panel screens, SR agrees not to separate, unbolt, move, modify, interface, duplicate, redistribute or otherwise disconnect any one, both or four of the Flat Panel screens, or use any one, both or four of the Flat Panel screens in a manner inconsistent with the terms of the Agreement, without SP's prior written consent. Unauthorized access or use is unlawful and SP shall have all recourse and rights as set forth in the Agreement. The access term for the Flat Panel shall be the same as that of the specific BLOOMBERG PROFESSIONAL service subscription or Access Point to which it is attached. SR's fee applicable to the Flat Panel screens shall commence on the date following actual installation.

5. SHARED NETWORK; MULTIPLE SERVICES



If this Schedule provides, or may from time to time provide, for a fee for Services calculated on the basis of a shared local network at the same physical location or multiple Services, then at such time as the network is no longer shared, or multiple Services are no longer accessed, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single Service basis.

6. RECEIPT OF THE SERVICES VIA SR'S AUTHORIZED EQUIPMENT (IF APPLICABLE)

- (a) The Services shall be made available to SR by means of the authorized equipment set forth on the face of this Schedule or the Authorized Computers as set forth in the Datafeed Addendum (the "Authorized Equipment"). SR agrees that it will access the Services only through such Authorized Equipment. In no event will SR recirculate, redistribute, access, receive or otherwise retransmit or re-route the Services to or through any other equipment or display or permit the use of any information included in the Services on any other equipment or display.
- (b) SP and its Affiliated Companies (as defined below) shall have the right at any time, or from time to time, to change the technical specifications of any aspect of the Services and, in such event, SR shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Authorized Equipment in order to maintain compatibility, functionality, quality, speed and convenience of the Services. The term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP.
- (c) SP and its Affiliated Companies shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment or for training or providing support documentation to SR's employees in the use of the Authorized Equipment. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Equipment and SP's Equipment are the responsibility of SR. NOTWITHSTANDING THE ABOVE, SP SHALL HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND SR SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, SP shall have the right to participate in the provision of training and the preparation of support documentation relating to the use of the Services by means of the Authorized Equipment, although SP shall have no obligation in this regard.
- (d) SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.
- (e) In addition to those limitations on liability contained in the Agreement, to the maximum extent permitted by law, SP and its Affiliated Companies and its and their officers, employees, suppliers and third-party agents, shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP, its Affiliated Companies, its or their employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the use, installation or provision of the Services by means of the Authorized Equipment and shall not be liable for any lost profits, punitive, incidental or consequential damages or any claim against SR by any other party with respect thereto. SR agrees that SP and its Affiliated Companies are not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by SR's hardware, software, cabling, network services or arising from SR's use of the Services on such equipment.

7. ACCESS POINTS (IF APPLICABLE)

- (a) SP may remove or require SR to remove one or more Access Points for any Bloomberg Anywhere subscription that is terminated for any reason.
- (b) SR will incur a connection fee for any relocation of SP-provided software or Services. SR-provided hardware and software must meet all technical specifications provided by SP from time to time. SR accepts responsibility for properly loading, maintaining and upgrading Access Point software on SR-provided hardware, in accordance with SP's instructions and procedures. All software is furnished under the Agreement and this Schedule and may be used only in accordance with the Agreement and this Schedule. Except as provided in the Agreement, the software may not be: (i) copied, broadcasted, reproduced, ported or otherwise routed to or used in any fashion on any non-authorized computer or display or in any other application; (ii) recompiled, decompiled, disassembled, reverse engineered, made into or distributed in any form of derivative work; (iii) modified, adapted, translated, accessed, loaned, resold, distributed or, except as provided in the Agreement, networked in whole or in part; or (iv) used with any other terminal, network or device except as permitted by the Agreement. SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY OF ANY KIND WITH REGARD TO INTERNET ACCESS, THE HARDWARE AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SP and its Affiliated Companies shall not be liable for errors contained in the software or related to internet access or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software or internet access.

8. DISCLAIMERS REGARDING NETWORK ACCESS / ROUTERS



SP shall attempt to resolve any inquiries of SR regarding Network Access and/or routers used in accessing SP's Services. Notwithstanding any provision in the Agreement or this Schedule, SP and its Affiliated Companies are not responsible or liable for the availability or reliability of any Network Access and/or router which SP or its Affiliated Companies secure from a third party or for any act or omission of such third party furnishing such Network Access and/or router. SP AND ITS AFFILIATED COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH NETWORK ACCESS OR ROUTERS AND DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH NETWORK ACCESS OR ROUTERS.



9. MISCELLANEOUS

- (a) The terms and provisions of paragraphs 3, 6(d) and 7 of this Schedule shall apply to the Services provided hereunder and under any other Schedule relating to the Agreement executed before the date of this Schedule.
- (b) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Schedule, the Agreement and any other schedule or addendum related to the Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.
- (c) This Schedule, including any amendments, modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540, or any successor operating agent or other party as specified by Bloomberg Finance L.P. from time to time.

Agreed to by:
CITY OF LA OFFICE OF FINANCE

 Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
 By: BLOOMBERG (GP) FINANCE LLC,
 General Partner

Signature (Duty authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved. 3737064.18

[Handwritten Signature]

 Signature of Authorized Signatory
December 18/2014



BLOOMBERG DATAFEED ADDENDUM

Order No.: 23030223

Addendum to the Bloomberg Agreement No. 2414399 (the "Agreement") between Bloomberg Finance L.P. ("SP") and CITY OF LA OFFICE OF FINANCE ("SR").

Background

- A. SP and SR are parties to the Agreement referenced above and the Schedule(s) of Services (the "Schedule").
- B. SR has indicated a desire to receive certain information contained in the Services (the "Information") by means of a datafeed (the "Datafeed") and to use the Information, Reformatted Information (as defined) and Derived Information (as defined) on SP-designated computers of SR equipped with a keyboard supplied by SP or its affiliates and/or other non-server desktop computers of SR that contain configured software provided by SP or its affiliates that enable users to log onto the BLOOMBERG PROFESSIONAL service (the "Authorized Computers") (collectively, the "Additional Services").
- C. SP is willing to provide to SR the Information by the Datafeed, subject to the terms and conditions of the Agreement, and as amended by this Addendum.
- D. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.
- E. This Addendum shall apply to all present and future Account Nos. under the Agreement and shall replace all existing Bloomberg Datafeed Addenda applicable to the Agreement and all BLOOMBERG PROFESSIONAL service subscriptions thereunder.
- F. If there are any inconsistencies between the terms of this Addendum and the terms of the Agreement with respect to the Additional Services, the terms of this Addendum shall apply.
- G. This Addendum shall apply only to Information that SR receives via the Datafeed and not to information that SR receives from SP or its affiliates through other means.

Definitions

- A. "Derived Information" shall mean Information or Reformatted Information used by SR for the purpose of carrying out calculations and displaying the results, provided that the Information or Reformatted Information contained in the Derived Information does not, in SP's sole judgment, remain identifiable and may not be readily extracted.
- B. "Items" shall mean the Information, Reformatted Information, Derived Information, Materials and SR-Developed Applications.
- C. "Limited Amount" shall mean a limited amount or type of Information, Reformatted Information or Derived Information that, evaluated quantitatively and/or qualitatively, in SP's sole judgment, does not affect SP's ability to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
- D. "Materials" shall mean any development and other materials that SP may make available to SR from time to time, which may include without limitation: (i) development templates and tools including the files, software, documentation and/or other materials that provide SR with the tools to develop, modify, enhance and/or upgrade SR-Developed Applications; (ii) any other applications, software, files, materials, documentation or other items made available for development purposes or otherwise in connection with the Additional Services; and (iii) simulations software.
- E. "Reformatted Information" shall mean information in a form in which the underlying Information, in SP's sole judgment, remains identifiable.
- F. "SR-Developed Applications" shall mean applications developed or modified by or on behalf of SR that (i) are derived from, contain elements of, or use intellectual property contained in, the Materials or (ii) accept the Information or Reformatted Information as inputs. If, at any time during the Term, any Authorized Computer ceases, for any reason, to be an Authorized Computer, this paragraph shall apply to all Information, Reformatted Information and Derived Information on any such Authorized Computer.
- G. "System" shall include, without limitation, Authorized Computers and any software, hardware or other equipment or services used by SR to receive, store, analyze, manipulate or process the Items.

Rights to Use

- 1. SP agrees that SR may, solely for the purposes and on the conditions set forth in this Addendum, receive the Information by means of the Datafeed into Authorized Computers of SR. The Additional Services are solely and exclusively for SR's internal business purposes on Authorized Computers, including without limitation, as input to computer applications on Authorized Computers, and may not be used for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. SR may use or access the Information, Reformatted Information and Derived Information only on or from the Authorized Computer that received the Information via the Datafeed or, for Reformatted Information or Derived Information, on the Authorized Computer on which the Reformatted Information or Derived Information was developed (the "Designated Authorized Computer"). In no event will SR permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by SP. In no event will SR permit the Information, Reformatted Information or Derived Information to be moved, copied, broadcast, reproduced, ported, or otherwise routed to or used in any fashion on any non-Authorized Computer, printer, display, or application or on any Authorized Computer other than the Designated Authorized Computer for such data; provided, however, that SR may store the Information, Reformatted Information and Derived Information only on the Designated



Authorized Computer for such Information, Reformatted Information or Derived Information during the Term; and provided further that Authorized Computers, or users using such Authorized Computers, shall not access Information, Reformatted Information or Derived Information that is being stored or used on a different Authorized Computer. SR may access the Datafeed only from Authorized Computers that are logged onto the BLOOMBERG PROFESSIONAL service. Each time SR uses the Additional Services, SR shall be deemed to represent, warrant and covenant to SP that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Addendum and the Agreement; and (ii) its use of the Additional Services complies with all applicable laws, rules and regulations. SR shall take all steps reasonably necessary to ensure that SR's employees comply with all provisions of the Agreement, including this Addendum, and shall obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term. The term "Services" in the Agreement shall include the Additional Services.

2. Notwithstanding the provisions of the paragraph titled "Distribution of SR Data" or "Scope of Services" set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, SR may use and disseminate a Limited Amount of the Information, Reformatted Information and Derived Information in published reports, whether in print or electronic form, to support the primary business of SR in (i) providing research for internal use or to its customers or (ii) making trade proposals (together, "Reports"); provided, however, that SR may not use or disseminate the Information, Reformatted Information or Derived Information in any manner that could, in SP's sole good faith judgment, affect SP's ability to license the Information or cause the information so used or disseminated to be a source of or substitute for Information otherwise available from SP. In addition, such Reports shall not be part of an automated process of generating reports and such Reports shall not include any Information, Reformatted Information or Derived Information in a streaming format.
3. The number and location of the Authorized Computers are set forth on the Schedule. SR agrees that each Authorized Computer and printer will have a unique address, which will be provided to SP prior to installation. SP shall have all rights with respect to the Equipment provided by SP, including, but not limited to, access to such Equipment; and SR shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.
4. Notwithstanding anything to the contrary in this Addendum, SR agrees to comply with all restrictions and requirements regarding use, display, distribution or as otherwise required by providers of Exchange Data (as defined) or Additional Information (as defined). If requested by providers of Exchange Data or Additional Information, SP may provide such Exchange Data and Additional Information providers with information regarding SR and its use of the Additional Services.
5. SR understands that (i) contributors of Information may choose at any time to inhibit or prohibit their information from being accessed under this Addendum and (ii) SP may modify the amount and type of Information that it makes available via the Datafeed from time to time in its sole judgment.
6. The parties expressly agree that the rights granted to SR under this Addendum do not include the right to store all or any part of the Information, Reformatted Information or Derived Information in databases for access by any Authorized Computers other than the Designated Authorized Computer for such data, any non-Authorized Computers, non-BLOOMBERG PROFESSIONAL service subscribers or any third party or the right to distribute any database services containing all or any part of the Information, Reformatted Information or Derived Information. SR may not use the Information, Reformatted Information or Derived Information in any way (x) to improve the quality of data sold or contributed by SR to any party or (y) for any automated data validation or verification. Upon termination of the Agreement or this Addendum for any reason whatsoever, SR shall use its best efforts to promptly delete or purge any and all Items, including any and all copies thereof from any System(s) SR used with the Items and SR shall immediately, upon such termination, cease using any and all Items; provided, however, that SR need not cease using, purge or delete any SR-Developed Applications that are modified so that they do not accept the Information or Reformatted Information as inputs and are not derived from, contain elements of, or use intellectual property contained in, the Materials. SR shall provide SP with evidence satisfactory to SP of all such deletions, purges and cessations of use. At any time thereafter, if SR finds any Items on any of its Systems that were not deleted or purged in compliance with this paragraph, SR shall at that time promptly delete or purge such Items. Notwithstanding anything to the contrary set forth in this paragraph, upon termination of the Agreement or this Addendum, (i) SR shall not be required to delete or purge Information, Reformatted Information or Derived Information that is contained in Reports generated in compliance with paragraph 2 of this Addendum before the earlier of termination of the Agreement or this Addendum and (ii) SR may store or archive Information, Reformatted Information and Derived Information only as necessary to comply with internal audit and regulatory requirements; provided in each case that SR does not otherwise use any Information, Reformatted Information or Derived Information.

Protections

7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, SR may not use the Information, Reformatted Information or Derived Information or any portion thereof in any manner that does or could compete with any business, product or service of SP or its affiliates including, but not limited to, any use of such data that may:
 - (a) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to SP's or its affiliates' information services including, without limitation, services with respect to Exchange Data and Additional Information;
 - (b) result in a reduction of SR's existing or potential subscriptions to SP's or its affiliates' information services, including but not limited to, the number of Authorized Computers or BLOOMBERG PROFESSIONAL service subscriptions or licensees under the Agreement receiving the Information; or
 - (c) prejudice the rights of SP, its affiliates or any sources of any part of the Information to exploit its respective portion of the Information.

If SP believes in good faith that any business, service or product of SR competes with SP or its affiliates in the manner specified above, SP may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that SR immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of



paragraph 6 hereof.

8. SP reserves the right at any time to audit and monitor, either physically or electronically, (i) the requests of SR for the Information, Exchange Data and Additional Information, (ii) the number of Authorized Computers enabled to access the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information and (iii) the use by SR of the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information. Providers of Exchange Data and Additional Information may monitor, either physically or electronically, SR's use of applicable Exchange Data and Additional Information. SR shall allow SP and providers of Exchange Data and Additional Information access to SR's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purpose of such auditing and monitoring. Upon the request of SP or a provider of Exchange Data or Additional Information, SR shall make a management employee available to assist with such auditing and monitoring. In addition, from time to time upon SP's request, SR shall demonstrate to SP's reasonable satisfaction that SR is in full compliance with this Addendum.
9. SR agrees that if as a result of auditing or monitoring by SP under paragraph 8, SR (a) is shown to be in breach of this Addendum, (b) is using the Information, Reformatted Information or Derived Information on any non-Designated Authorized Computer for such data, except as permitted by this Addendum, or other computers or users access, or are enabled to access, Exchange Data or Additional Information in addition to those enabled by SP to access such data or (c) cannot demonstrate its compliance with this Addendum to SP's reasonable satisfaction, then (i) SR shall be liable to pay additional charges and/or Exchange Fees (as defined) and/or Additional Information Fees (as defined), such charges or fees to be calculated from the day following actual installation of the initial services, and (ii) SP shall have the right in such event to terminate this Addendum and/or the Agreement and to pursue any and all remedies in respect of such breach.
10. The number and location of Authorized Computers enabled to access Exchange Data and Additional Information are those enabled by SP to access such data.

Reports

11. SR agrees to maintain a log and produce a report to SP on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer and any other information reasonably requested by SP from time to time.
12. As requested by SP, SR shall provide to SP a certificate signed by SR's external or internal auditors or such other authorized person acceptable to SP verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by SR and confirming that SR is in compliance with the Agreement and this Addendum.
13. SR shall include in the monthly report the number and location of Authorized Computers or users, as applicable, enabled to access stock and commodity or other applicable exchange data included in the Services ("Exchange Data") and/or information included in the Services under agreements between SP and the providers of such information ("Additional Information"). SR shall pay all fees charged by the relevant exchanges for access to Exchange Data ("Exchange Fees") or fees charged by the relevant third party for access to Additional Information ("Additional Information Fees"). SR acknowledges and accepts that such fees may be charged on the basis of each computer, user or other factor (as set by such providers of Exchange Data and Additional Information) that accesses, or is enabled to access, such data or information and that the basis of charging and amount of such fees may change upon notice.

Display Requirements

14. SR agrees to identify the Information and Reformatted Information by displaying it in accordance with the following rules:
 - (a) any third-party contributed data contained in the Information and Reformatted Information shall be identified by the name of the third party or as otherwise required by such contributor; and
 - (b) any data contained in the Information and Reformatted Information contributed directly by SP shall be identified as SP data.
15. SR shall pass on all SP-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.
16. All Exchange Data and Additional Information shall be displayed by SR in accordance with the rules of the relevant exchange(s) and Additional Information providers.

Additional Terms and Conditions

17. SP or its affiliates may make changes, enhancements and upgrades to the Additional Services and related software, materials, guidelines and services from time to time as it deems necessary or desirable. SR agrees that SP and its affiliates shall not be responsible for any fault, inaccuracy, omission, delay or any other failure in the Information, Reformatted Information, Derived Information, Exchange Data or Additional Information caused by SR's computer equipment or arising from SR's use of such data on such equipment.
18. If SP or its affiliates provides any Materials to SR in connection with the Additional Services, SR may use such Materials only (i) for its internal business purposes and (ii) internally to develop, modify or test SR-Developed Applications for SR's internal business use only in accordance with this Addendum. SR shall not incorporate the Materials or any part thereof into SR-Developed Applications or use the Materials in any manner that would cause the Materials to become subject to any "open source license" that would impose obligations on SP's or its affiliates' use of the Materials or impair any rights of SP or its affiliates thereto. SR may use SR-Developed Applications only for SR's internal business use in accordance with this Addendum. SR may not under any circumstances distribute, disclose, transfer or otherwise make available the Materials, any SR-Developed Applications or any part thereof, to any third party. Except as expressly permitted in this Addendum, SR may not: (x) copy, adapt, recompile, decompile, disassemble, reverse engineer, or make or distribute, any other form of, or any derivative work created from, the Materials or any part thereof; or (y) modify, adapt, translate, rent, lease, loan, resell or network the Materials or any part thereof.
19. If SR desires to have a third party develop software or applications on SR's behalf that accept the Information or Reformatted



Information as inputs, SR must ensure that such third party has entered into an appropriate third-party developer license with SP to obtain the necessary materials and to authorize such third party to perform such development on SR's behalf. If SR desires to obtain a limited functionality subscription to the BLOOMBERG PROFESSIONAL service with limited access to data for development and internal monitoring purposes, SR must enter into an appropriate agreement with SP to obtain such development subscription. If SR desires to distribute SR-Developed Applications to any third party, SR must enter into an appropriate third-party developer license with SP that permits such distribution.

20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:
CITY OF LA OFFICE OF FINANCE
Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.

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AMENDMENT TO BLOOMBERG AGREEMENT

This Amendment (the "Amendment") to Bloomberg Agreement No. 2414399 (the "Agreement") is by and between CITY OF LA OFFICE OF FINANCE ("SR") and Bloomberg Finance L.P., a Delaware limited partnership ("SP"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt of which hereby is acknowledged, the parties agree to vary the terms of the Agreement as follows:

1. The term of the Agreement is for one year. SR and SP may renew this Agreement upon mutual consent for additional one year periods.
2. SR will have the right to terminate this Agreement without penalty for any fiscal year or part of any fiscal year, for which funds are not appropriated for this Agreement.
3. SR represents it is a government agency and is tax exempt.
4. Add at the beginning of paragraph 6(e): "To the extent permitted by applicable law, including but not limited to the Los Angeles City Charter,".
5. Add at the end of paragraph 6(j)(ii): "To the extent permitted by applicable law, and subject to the exercise by the Los Angeles City Attorney of its obligations under the Los Angeles City Charter".
6. In paragraph 7, delete the second sentence.
7. SP will not assign this Agreement to an unrelated entity without SR's consent, which will not be unreasonably withheld.
8. In paragraph 14, in the fourth line, before "INDEMNIFY" insert "TO THE EXTENT PERMITTED BY APPLICABLE LAW INCLUDING BUT NOT LIMITED TO THE LOS ANGELES CITY CHARTER."
9. Delete paragraph 19.
10. Each party's performance hereunder shall comply with all applicable laws.
11. SP shall provide SR with a copy of its current Certificate of Insurance.
12. The Agreement consists of the Bloomberg Agreement, Schedule of Services, Datafeed Addendum, and this Amendment.

Each party represents that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

Agreed to by:
CITY OF LA OFFICE OF FINANCE
Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
By: BLOOMBERG (GP) FINANCE LLC,
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.

Date



SECRETARY'S CERTIFICATE
OF
BLOOMBERG (GP) FINANCE LLC

October 9, 2014

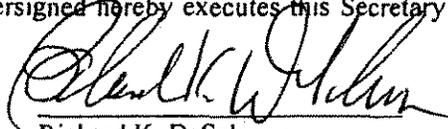
I, Richard K. DeScherer, the duly elected, qualified and acting Secretary of Bloomberg (GP) Finance LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), general partner of Bloomberg Finance L.P., a Delaware limited partnership (the "Partnership"), do hereby certify, on behalf of the Company, as follows:

1. Attached hereto as Annex 1 is an excerpt from a true and complete copy of a resolution ("Resolution") duly adopted by the Board of Managers of the Company on February 12, 2009, designating Maria Lopez as authorized signatories of the Partnership. The Resolution has not been amended, modified or rescinded and remains in full force and effect as of the date hereof; and

2. Attached hereto as Annex 2 is an excerpt from a true and complete copy of a resolution ("Resolution") duly adopted by the Board of Managers of the Company on February 12, 2009, designating Jacqueline Messina and Donna Schiotis as authorized signatories of the Partnership. The Resolution has not been amended, modified or rescinded and remains in full force and effect as of the date hereof; and

3. As of September 23, 2013, Donna Schiotis changed her name to Donna Valentino.

IN WITNESS WHEREOF, the undersigned hereby executes this Secretary's Certificate as of the date first written above.


Richard K. DeScherer
Secretary

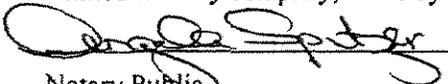


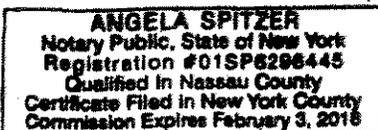
STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

BE IT REMEMBERED, that on October 9, 2014, before me, the subscriber, personally appeared Richard K. DeScherer, the Secretary of Bloomberg (GP) Finance LLC, a Delaware limited liability company, general partner of Bloomberg Finance L.P., who, I am satisfied, is the person who has signed the Secretary's Certificate on behalf of such limited liability company, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed and delivered the said instrument in his capacity as such officer aforesaid, and that the within instrument is the voluntary act and deed of said limited liability company, made by virtue of authority from its Board of Managers.


Notary Public



ANNEX 1

Excerpts from the Resolutions of the Board of Managers

Specific Contracts Signing Authority

...

FURTHER RESOLVED, that the Company, as general partner of the Partnership, hereby authorizes, empowers and directs Maria Lopez to execute on behalf of the Partnership hard copy standard form Bloomberg Agreements for the Bloomberg Professional Service, any Schedules thereto, the Datafeed Addendum, the Data License Agreements, the Bloomberg Electronic Trading and Order Routing Services Agreement, Server API Agreements, B-Pipe Agreements and any other related standard form and country-specific addenda, and any amendments thereto, for customers located in all jurisdictions; and further the execution by Maria Lopez of any such contracts or the doing by her of any act in connection with the foregoing shall conclusively establish her authority therefor from the Company, as general partner of the Partnership, and the approval and ratification by the Company, as general partner of the Partnership, of the contracts so executed and the actions so taken;

Md

ANNEX 2

Excerpts from the Resolutions of the Board of Managers

Specific Contracts Signing Authority

FURTHER RESOLVED, that the Company, as general partner of the Partnership, hereby authorizes, empowers and directs each of Jacqueline Messina, Donna Schiotis, ... (collectively, the "Approved Signatories") to execute any and all contracts in the ordinary course of business, including, but not limited to, Bloomberg Agreements, any amendments and addenda thereto and any customer agreements supplementary to or referencing Bloomberg Agreements, Data License Agreements, BTV, Bloomberg Radio and Bloomberg media agreements, maintenance agreements, software license agreements, exchange and third party data agreements and confidentiality agreements, on behalf of the Partnership; and that the execution by any of the Approved Signatories of any such contracts or the doing by any of them of any act in connection with the foregoing shall conclusively establish their authority therefor from the Company, as general partner of the Partnership, and the approval and ratification by the Company, as general partner of the Partnership, of the contracts so executed and the actions so taken;



BLOOMBERG

OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Review of Proposed Contract - Checklist for Standard City Contracting Requirements

Awarding City Department: OFFICE OF FINANCE		Department Contract Administrator: KEN WHITE
CAO Budget Analyst:		Phone Number: 213-978-1510
Contractor: BLOOMBERG FINANCE LP		
Contract Number/Reference:		
Contract Amount: \$	Start Date:	End Date:
Purpose:		

✓ - - SOLE SOURCE FINDINGS

Complies with City contracting requirements?	Yes	No	N/A	Comments
1. Charter Section 1022				
• Charter Section 1022 findings completed	X			() Submit to CAO for review
2. Risk Management/Insurance Requirements				
• Risk Management review completed (Form Gen 146 IR)	X			<i>Proof of Insurance</i> Obtain insurance requirements from CAO # 72584 Risk Management
3. Standard Provisions for City Contracts				
• Standard Provisions or equivalent language is included	X			() Incorporate Standard Provisions into proposed agreement
4. Equal Employment Opportunity/Affirmative Action				
• EEO designation submitted (Form No. AA001, Section E or letter from OCC ¹)				<i>ON BAVN</i> () Submit EEO designation to OCC for review
• AA policy submitted/approved (Form No. AA001 or letter from OCC)				<i>ON BAVN</i> () Submit AA policy to OCC for review/approval
5. Good Faith Effort (GFE) Outreach (Contracts over \$100,000)				
• Department has determined contractor scored 75 points or more on GFE Outreach			X	<i>SOLE SOURCE</i> () Review GFE documents and make determination
6. Equal Benefits Ordinance (Contracts over \$5,000)				
• Contractor has been determined to comply with the EBO				<i>ON BAVN</i> () Submit EBO Compliance Form to OCC for review/determination
7. Contractor Responsibility Ordinance (Contracts over \$25,000)				
• Questionnaire has been reviewed by Department				<i>CON AD RULED EXEMPT</i> () Submit Questionnaire to SRIS ²
8. Slavery Disclosure Ordinance				
• Contractor has submitted SDO Affidavit to OCC				<i>IN BAVN</i> () Submit SDO Affidavit to OCC for review/determination
9. Bidder Certification				
• Contractor has submitted Bidder Certification CEC Form 50 (for Contracts over \$25,000 and three months or longer) <i>CEC 55</i>				() Submit Bidder Certification CEC Form 50 to contract awarding authority for retention in bid/RFP/RFQ files
() See attached for additional comments.				

¹ OCC refers to Public Works, Bureau of Contract Administration, Office of Contract Compliance.

² SRIS refers to Public Works, Bureau of Contract Administration, Special Research and Information Section.

CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE

DATE: July 3 , 2014

TO: Ken White
Senior Management Analyst I

FROM: TOM JUAREZ
CHIEF INVESTMENT OFFICER

SUBJECT: BLOOMBERG FINANCIAL SYSTEM SOLE SOURCE FINDINGS

The Office of Finance finds that competitive bidding for the purpose of acquiring services provided by Bloomberg Finance LP would be undesirable and impractical as allowed by Section 371(d) 2 of the City Charter. The services provided by Bloomberg Finance LP are of a proprietary, professional, scientific, expert, technical, or other special service nature.

Bloomberg provides the following highly technical services; electronic trading platforms, multiple fixed-income calculators, complex security pricing, default risk characteristics, and historical data values to name a few. While there are several sources for investment news and security pricing, the accuracy of security pricing, extensive historical database of security prices and powerful analytics are truly unique to the Bloomberg financial system.

The Office of Finance Investment Division makes extensive use of the various electronic trading platforms, as well as historical pricing and analytics (i.e., evaluating potential purchase/sell investment trades in daily investment activities. In addition, Bloomberg has recently announced a client function, which will allow the investment team to list the investment portfolio and analyze the effects of existing and potential trade activities.

The complete package offered by Bloomberg Finance LP provides the critical tools to ensure the high level of performance standard of the City's investment program. Its services are utilized by virtually all financial agencies, large or small, private or public. No other like product exists in the market, which would in effect make any competitive bidding impractical and provide unnecessary costs and staff time to the City. Thus a sole source finding is justified.

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Office of Finance

2. Contacts:

Department: Ken White Phone No. 213-978-1510

CAO: Emily Mayeda Phone No. 213-473-7532

3. Work to be performed:

The Office of Finance is seeking a new contract for the continued provision of technical investment services to the City by Bloomberg Finance, L.P. The contract provides various services, information, data and software, such as: electronic trading platforms; multiple fixed-income calculators; complex security pricing; default risk characteristics; investment news; and historical data values. Staff of the Investment Division utilize these services in their management of the City's \$8 billion investment portfolio, including using this information to execute daily financial trades. The information allows the City to analyze the effects of existing and potential trade activities on the City's portfolio.

4. Is this a contract renewal? Yes No

5. Proposed length of contract: 5 years with one five-year option

Start Date: July 1, 2014

6. Proposed cost of contract (if known): \$166,500 per year (est.)

7. Name of proposed contractors: Bloomberg Finance, L.P.

8. Unique or special qualifications required to perform the work:

The contractor must have the ability to provide the following highly technical investment services: electronic trading platforms; multiple fixed-income calculators; complex security pricing; default risk characteristics; and historical data values.

9. Are there City employees that can perform the work being proposed for contracting?

Yes No

If yes,

a. Which class(es) and Department(s):

b. Is there sufficient Department staff available to perform the work? Yes No

c. Is there a current eligible list for the class(es)? Yes No Expiration Date:

d. Estimated time to fill position(s) through CSC process?

e. Can the requesting department continue to employ staff hired for the project after project completion? Yes No

f. Are there City employees currently performing the work? Yes No

10. Findings

City employees DO NOT have the expertise to perform the work

City employees DO have the expertise to perform work. (Please see summary section.)

Check if applicable (explanation attached) and send to CAO for further analysis

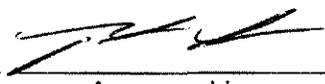
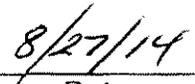
Project of limited duration would have to layoff staff at end of project

Time constraints require immediate staffing of project

Work assignment exceeds staffing availability

SUMMARY:

Finance is seeking a new contract for the continued provision of technical investment services by Bloomberg Finance, L.P., for the department's use in managing the City's \$8 billion investment portfolio. City classifications such as Programmer Analyst or Systems Programmer may be able to perform some of the systems-related duties. However, they are not required to possess the specialized expertise in investments and trading needed to create, develop, implement and maintain the types of services under this contract. The City class of Investment Officer utilizes the information provided under this contract to carry out its duties related to management of the City's investment portfolio. The department states that it does not have the resources, staff or experience to develop and provide these types of specialized and technical services.

			
Submitted by	Reviewed by	Approved by	Date
Elizabeth A. Terry	Don Harrahill	Raul Lemus	
Sr. Personnel Analyst I	Sr. Personnel Analyst II	Chief Personnel Analyst	

CRO EXEMPTIONS

CITY OF LOS ANGELES
Department of Public Works, Bureau of Contract Administration
Special Research & Investigation Section
1149 S. Broadway, Suite 300 - Los Angeles, CA 90015
Phone: (213) 847-1922
Mail Stop 480

AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM
CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT

A. Proposed Agreement

RFP/RFQ/RFB or Contract # (if any): SOLE SOURCE Amount: \$ 148,800 1st YEAR
Term - Start Date: 7-1-14 End Date: 6-30-19
Type of Service: PROPRIETARY ELECTRONIC TRADING PLATFORM & OTHER RELATED

B. Awarding Department

Name of contact person: KEN WHITE Title: SR. MANAGEMENT ANALYST
Department: OFFICE OF FINANCE Phone: 213-978-1510
Signature: [Signature] Date: 8-7-14

C. Contractor Information (if known):

Company Name: BLOOMBERG FINANCIAL, LLP
Company Address: 731 LEXINGTON AVE.
City: NEW YORK State: NY Zip: 10022

SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

[X] Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.

[X] Services are proprietary or available only from a single source. Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.

Contract awarded in accordance with one of the following. Attach a memo explaining the circumstances of the applicable Charter Section.

- Charter Section 371(e)(5) - Urgent necessity.
Charter Section 371(e)(6) - War, or national, state, or local emergency.
Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:

Date IFB released: Date contract executed: Date work on contract began:
Has there been an amendment to this contract since September 4, 2001? Yes No

FOR SRIS USE ONLY
Approved: [Signature] Not Approved. (See attached memorandum.)
Analyst: Date:

AUG 11 2014

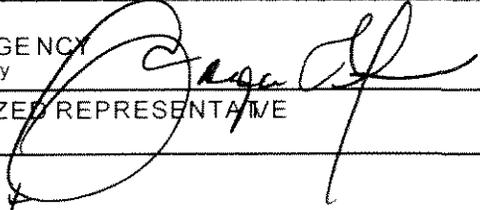
CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

- 1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
- 2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
- 3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
- 4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- 5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY
Jacqueline Messina, Authorized Signatory



NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE

DATE

6/30/14



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: _____ Awarding Authority (Department): _____

Name of Bidder: Bloomberg Finance L.P. Phone: 212-318-2000

Address: 731 Lexington Avenue New York NY 10022

Email: _____

CERTIFICATION

I certify the following ~~on my own behalf or~~ on behalf of the entity named above, which I am authorized to represent

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public,
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public, or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b)
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 46.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete to the best of Bloomberg Finance L.P.'s knowledge.

Date: 6/30/14

Signature: [Handwritten Signature]
 Name: Jacqueline Plesunia
 Title: 6/30/14



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)



Date Bid Submitted:
 N/A

Description of Contract:
 Bloomberg Professional Services

Awarding Authority (Department):
 City of LA Office of Finance

BIDDER

Name: Bloomberg Finance L.P.

Address: 731 Lexington Avenue

Email (optional): _____ Phone: 2123182000

State Contractor ID: Not applicable

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Peter T. Grauer Title: Chairman

Address: 731 Lexington Avenue, New York, NY 10022

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Bloomberg Finance L.P. uses a variety of subcontractors, none of
 Address: which are specific to the provision of services to City of LA.
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached. Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Bloomberg Finance L.P. is a Title: privately held limited partnership
 Address: and such information is confidential.
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____
 Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: _____ Signature: [Signature]
 Name: _____
 Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2014

CAO 72584

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York NY 10036			CONTACT NAME: Daniel Rivera PHONE (A/C, No, Ext): 2123452797 E-MAIL ADDRESS: daniel.j.rivera@marsh.com FAX (A/C, No):	
INSURED Bloomberg LP 731 Lexington Avenue New York NY 10022			INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC # 20281 INSURER B: Arch Indemnity Insurance Company 30830 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	3599-68-28	08/31/2014	08/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	N Y	7318-03-97	08/31/2014	08/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y Y	7965-70-99	08/31/2014	08/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A Y	14WVC14989801	08/31/2014	08/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured where required by written contract with respects to General Liability

CERTIFICATE HOLDER City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel Rivera
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Addendum

Named Additional Insured and Additional Information

City of LA Office of Finance
200 N Spring St
Los Angeles, CA 90012