0220-00540-1769

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	07/27/2026	21-0930
FROM		COUNCIL DISTRICT
The Mayor		Citywide

Proposed Contract with First American Data Tree LLC for Real Estate Information Services

Transmitted for your consideration. The City Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.

MAYOR

(Mitch Kamin for)

MWS:YC:VES:EAB:02270002c

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-16-26	C.D. No. Citywide	CAO File No.: 21-0930
Contracting Department/Bureau: The Los Angeles Housing Department		Contact: Kevin A. Rodriguez	

Reference: Los Angeles Housing Department transmittal dated July 6, 2026; received by the City Administrative Officer on July 6, 2026; additional information received through July 15, 2026.

Purpose of Contract: To provide real estate information services to the Los Angeles Housing Department

Type of Contract:	Contract Term Dates:
( ) New contract (X) Amendment, Contract No. C-139953	Original contract: Five years from October 1, 2021 through September 30, 2026 Proposed amendment: Six-month extension from October 1, 2026 through March 27, 2026 with an optional six-month extension through September 30, 2027.

Contract/Amendment Amount: $122,000

Proposed amount $122,000 + Prior award(s) $675,000 = Total $797,000

Source of funds: General Fund: $431, Housing Production Revolving Fund $268, Accessible Housing Fund $1,489 Code Enforcement Fee Fund $55,444, Community Development Block Grant $16,447, Rent Stabilization Trust Fund $22,798, Affordable Housing Trust Fund $295, Emergency Solutions Grant $119, Low-Moderate Income Housing Fund $4,131, HOME Investment Partnerships Grant $2,723, Housing Opportunities for Persons with AIDS $718, Foreclosure Registry Fund $14,068, Municipal Housing Finance Fund $3,069

Name of Contractor: First American Data Tree LLC

Address: 4 First American Way, Santa Ana California 92707

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010			X

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor, authorize the Los Angeles Housing Department General Manager or designee to:

1. Execute an amended and restated contract C-139953, and reinstate the contract if necessary, with First American Data Tree LLC to extend the term by six months through March 31, 2027 with an option to extend for an additional six months to September 30, 2027 and increase the contract amount by $122,000 from $675,000 to $797,000 for real estate information services in substantial conformance with the attached draft document, subject to contractor's performance, funding availability, and approval of the City Attorney as to form; and,

Eve Bachrach			Edwin Lipsett for
EAB	Analyst	0220-00540-1769	City Administrative Officer

2. Prepare Controller Instructions and make any necessary technical adjustments consistent with the Mayor and City Council action on this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute an amended and restated contract with First American Data Tree LLC (Contractor) to continue providing real estate information services. The contract amendment would extend the term by six months, with an option for an additional six-month term and increase the contract amount by $122,000 from $675,000 to $797,000. The LAHD is preparing a Request for Proposals to select a new provider of real estate information services but will not be able to complete this process prior to September 30, 2026, when the current contract expires. The amended contract will provide funding for the Contractor to continue providing necessary real estate information services until a new contract is executed.

The LAHD report dated July 6, 2026 states that $135,000 was necessary to extend the contract through September 30, 2027. The Department has clarified that only $122,000 is required. Funding for this contract is provided by LAHD special funds ($121,569) and the General Fund ($431) in the 2026-27 Adopted Budget.

Pursuant to Charter Section 1022, the Personnel Department determined on January 28, 2021 that City employees have the necessary qualifications to perform the work. This Office determined on March 9, 2021 that it is more feasible to contract because the required services exceed staffing availability and additional staff cannot be employed or trained in a timely manner.

In accordance with the Los Angeles Administrative Code Section 10.5(b), City Council approval of the proposed contract is required because the term exceeds three years and no new competitive process has been completed.

FISCAL IMPACT STATEMENT

The proposed contract will be funded by Los Angeles Housing Department special funds ($121,569) and the General Fund ($431) included in the 2026-27 Adopted Budget. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that the proposed contract will be funded by dedicated funding sources and expenditures will be limited to the mandates of the funding sources.

MWS:ECG:VES:EAB:02270002c

Tiena Johnson Hall, General Manager
Luz C. Santiago, Executive Officer

Anna E. Ortega, Assistant General Manager
Emilyzen Cervantes, Assistant General Manager
Craig Arceneaux, Assistant General Manager

City of Los Angeles

Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd., Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

housing.lacity.gov

July 6, 2026

Council File:
Council District: Citywide
Contact Persons: Kevin A. Rodriguez 213 808-8933

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO AMEND CONTRACT NO. C-139953 WITH FIRST AMERICAN DATA TREE LLC TO EXTEND THE CONTRACT TERM AND TO INCREASE THE TOTAL CONTRACT AMOUNT FOR THE CONTINUED PROVISION OF REAL ESTATE INFORMATION SERVICES

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to amend City Contract No. C-139953 with First American Data Tree LLC for Real Estate Information Services, to increase the contract amount by $135,000, and to extend the contract term by six (6) months through March 31, 2027, with the option to extend for one additional six-month term.

RECOMMENDATIONS

I. That the Mayor review this transmittal and forward to the City Council for further action;

II. That the City Council, subject to the approval of the Mayor:

A. **AUTHORIZE** the General Manager of LAHD, or designee, to amend Contract No. C-139953 with First American Data Tree LLC to extend the contract term by six (6) months through March 31, 2027, with an option to extend for up to an additional six (6) months through September 30, 2027, and increase the contract amount by up to $135,000, for a new total contract amount not to exceed $810,000, to continue providing Real Estate Information Services in substantial conformance to the draft document

attached (see Attachment A), subject to contractor's performance, funding availability, and approval of the City Attorney as to form.

B. **AUTHORIZE** the General Manager of LAHD, or designee, to prepare Controller instructions and make any necessary technical adjustments consistent with the Mayor and City Council action on this matter, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

BACKGROUND

The Los Angeles Housing Department (LAHD) relies on comprehensive real estate and property ownership data to execute its core regulatory, enforcement, and affordable housing preservation functions. Contract No. C-139953 with First American Data Tree LLC provides the department with continuous, real-time access to online property reports, large-scale parcel datasets, foreclosure records, and historical transaction documents. These services support the administration of the Systematic Code Enforcement Program (SCEP), Rent Stabilization Ordinance (RSO) and Just Cause Ordinance (JCO) compliance, the Foreclosure Registry, and the preservation and development of affordable housing.

The current 60-month agreement is scheduled to expire on September 30, 2026. LAHD has prepared the draft of a replacement Request for Proposals (RFP) to select a successor vendor for the next multi-year service period. This draft RFP is currently undergoing formal legal review by the Office of the City Attorney prior to its official release. Given the remaining procurement milestones—including the formal bidding window, proposal evaluation, vendor selection, contract negotiations, Mayor and Council approvals, and the technical complexity of integrating real estate data streams—we project that the comprehensive procurement and transition workflow will extend beyond the current contract expiration date.

To guarantee absolute continuity of service and protect the department from operational or technical gaps, we require authority to execute a First Amendment. This amendment will extend the contract term for an initial six months through March 31, 2027, establish an option to extend for an additional six months through September 30, 2027 (should the procurement or transition timeline require extension beyond March 31, 2027), and increase the contract ceiling by $135,000. Approval of this First Amendment is strictly necessary to preserve core departmental operations, provide an adequate buffer for the upcoming Request for Proposals (RFP) procurement and transition sequence, and secure an economically favorable, zero-escalation pricing structure.

1. Core Operational Dependencies

A temporary loss of real estate data services would immediately compromise LAHD's field operations, regulatory compliance, and legal enforcement mechanisms across multiple bureaus.

The *Foreclosure Registry Team* relies on real estate data services heavily and uses these services daily in order to confirm ever-changing property foreclosure statuses and enforce the Foreclosure Registry Ordinance.

The *Billing and Collections Section (BCS)* relies heavily on real estate data to obtain ownership information for billing and collecting fees related to Citywide programs pertaining to enforcement efforts that ensure residential rental properties are maintained in safe and habitable conditions. Properties under the jurisdiction of these programs are subject to fees, of which three major program fees, the RSO, JCO and SCEP, are billed annually. Additionally, BCS staff uses First American Data Tree's database on a daily basis to perform first-level processing of requests and determinations regarding administrative appeals, verify and process property ownership changes, research and compile information for management decisions on special cases and perform account adjustments.

The *Asset Management Land Use ("LU") Team* relies on this real estate data service for its property report and to obtain copies of recorded documents for properties that seek an affordability covenant with the City. This includes downloading copies of grant deeds to verify ownership, deeds of trust to determine whether any existing loan needs to be subordinate to its covenant and other existing covenants for information on any current affordability restrictions. A gap in service will delay the LU Team's affordability covenant process and delay the production of affordable housing as the LU Team would need to find alternative methods to download these essential recorded documents.

The *Asset Management Occupancy Monitoring ("OM")* Team relies heavily on real-time real estate data to obtain ownership information for billing purposes related to Land Use projects with recorded covenants with the City. Additionally, the OM Team uses this service to verify ownership information for projects in order to correspond with property owners regarding compliance with City agreements for the City's entire affordable housing portfolio. Any interruption in service would significantly hinder the OM Team's ability to effectively collect funds owed to the LAHD and enforce compliance with City agreements among property owners.

The *Technical Services Division's Handyworker Program* staff utilize real estate information provided weekly to verify the legal ownership of applicant residences. The service provides critical data regarding foreclosure status, outstanding utility liens, and property tax delinquencies. Since the program primarily serves older adults who may face barriers to accessing electronic records, maintaining this real-time data stream is essential to ensure eligibility verification and service delivery are not delayed.

2. Procurement Timeline and Transition Buffer

The replacement RFP was originally intended to establish a new long-term contract by October 1, 2026. However, the draft RFP is currently under active legal review by the Office of the City Attorney and has yet to be formally released to the public.

Once approved for release, the procurement sequence will require a structured timeline for public advertisement, a proposal response window, and detailed evaluations. To support the City's commitment to equitable economic development, the new RFP will feature robust opportunities for subcontracting under the City's Business Inclusion Program (BIP). This requires prospective bidders to perform mandatory outreach to Minority-owned (MBE), Women-owned (WBE), Small Business Enterprises (SBE), and Emerging Business Enterprises (EBE) to maximize local, diverse participation.

Reviewing and scoring these outreach efforts, conducting evaluations, and securing formal Mayoral and Council authorization will make it impossible to execute a new contract before the September 30, 2026 expiration date.

Furthermore, if a new vendor is selected, LAHD will require a minimum of 60 to 90 days to reprogram database connections and ensure compatibility with internal database structures. A gap in service during this transition period would result in an operational backlog that would take months to clear. Extending the current agreement by six months with a six-month optional extension provides a pragmatic, risk-mitigating operational buffer to accommodate any legal reviews, BIP compliance verifications, or technical integration delays.

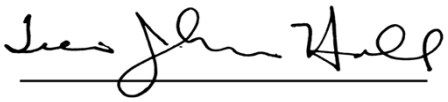
3. Cost Reasonableness and Pro-Rata Pricing

First American Data Tree LLC has agreed to maintain the existing contracted pricing structure, with no cost escalation or penalty fees for the extension period. The current contract is structured at an annual rate of $135,000 ($675,000 over 5 years). The proposed amendment maintains a strict pro-rata monthly rate of $11,250, resulting in a maximum twelve-month cost of $135,000. This pricing guarantee protects the City's fiscal interests during a highly constrained budget cycle.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The proposed contract extension is fully funded by the Systematic Code Enforcement Fee Trust Fund No. 41M, the Rent Stabilization Trust Fund No. 440, and the Municipal Housing Finance Fund No. 815. These funds have been requested and allocated within the department's FY 2026-27 Contractual Services Account.

Approved By:



TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - First American_C-139953 1st A&R proforma

FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

Contractor: First American Data Tree LLC

Title: Real Estate Information Services

Said Agreement is Number C-139953 of City Contracts

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EXHIBIT C Professional Fee Schedule

EXHIBIT D Standard Provisions for City Contracts (Rev. 5/26 [v.1])

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FIRST AMENDED AND RESTATED
AGREEMENT NUMBER C-139953 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
FIRST AMERICAN DATA TREE LLC

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation acting by and through the Los Angeles Housing Department ("LAHD"), a department of the City, and First American Data Tree LLC ("Contractor"), Delaware limited liability company. ("City" and "Contractor" are hereinafter sometimes collectively referred to as the "Parties").

W I T N E S S E T H

WHEREAS, LAHD is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the City cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above-described programs, and has been funded in the LAHD budget, with eligible administered funds, which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, on February 15, 2021, the City released a Request for Proposals (RFP) to select a contractor to provide Real Estate Information Services (hereinafter, the "Services"), and the Contractor applied to and was awarded a contract under the RFP; and

WHEREAS, on September 14, 202, the City Council approved the execution of a contract with the Contractor to provide the Services for an amount not to exceed Six Hundred Seventy-Five Thousand Dollars ($675,000), for a term of five (5) years

commencing on October 1, 2021 and ending on September 30, 2026 (Council File Number 21-0930), pursuant to which the Parties entered into Contract Number C-139953, executed by the City Clerk on March 4, 2022 ("Original Agreement"); and

WHEREAS, the City and the Contractor are desirous of amending and restating Contract Number C-139953 as authorized by the action of the Los Angeles City Council and the Mayor (Council File Number ##-#### approved by City Council and concurred by the Mayor on Month Day, 2026) which authorizes the General Manager of LAHD to amend Contract Number C-139953 for the purpose(s) of: (a) adding additional funds in the amount of **One Hundred Thirty-Five Thousand Dollars ($135,000)** for a new total of **Eight Hundred Ten Thousand Dollars ($810,000)**, (b) extending the contract term by six (6) months through March 31, 2027, with the option to extend for an additional six (6) months through September 30, 2027; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement; and

WHEREAS, this Agreement completely amends, restates, and replaces the Original Agreement in its entirety.

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NOW, THEREFORE, the City and the Contractor agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

B. The Contractor, known as First American Data Tree, a Delaware limited liability company, having its principal office at 4 First American Way, Santa Ana, California 92707.

§102. Representatives of the Parties and Service of Notices

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

1. The representative of the City shall be, unless otherwise stated in the Agreement:

   Tiena Johnson Hall, General Manager
   Los Angeles Housing Department
   1910 West Sunset Blvd, 3rd Floor
   Los Angeles, CA 90026

   With copies to:
   Harmony Jones, Acting Chief Management Analyst, Administrative Division
   Los Angeles Housing Department
   1910 West Sunset Blvd, 3rd Floor
   Los Angeles, CA 90026

2. The representative of the Contractor shall be:

   Tracie Wilson, National Director- Government Solutions
   First American Data Tree LLC
   4 First American Way
   Santa Ana, CA 92707
   twilson@firstam.com

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by

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registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

A. Proof of insurance as required by the City in accordance with the insurance requirements attached hereto as Exhibit A.

B. A Certification of Compliance with the City's Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with PSC-28 of the Standard Provisions for City Contracts attached hereto as Exhibit D and the Los Angeles Administrative Code §10.37 et seq.

C. A Certification of Compliance with each of the following, including the City's Slavery Disclosure Ordinance, First Source Hiring Ordinance, and Local Business Preference Ordinance, in accordance with PSC-28 of the Standard Provisions for City Contracts, all of which are available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **October 1, 2021** and end **March 31, 2027** ("Agreement Term"), with the option to renew for up to one (1) additional six (6) month contract term. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the documents identified in §103 above, and meets the insurance requirements as required herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide contractual services as provided in the work task schedule set forth in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor shall provide services as follows:

A. Online Real Estate and Property Ownership Reports

1. Manage (add, modify, and remove) 60 regular user accounts and licenses, with an option to add regular users in addition to the initial 60 users, as well as the option to provide temporary/seasonal user access to online real estate reports for specified City of Los Angeles properties.

2. Provide the ability for users to use, print, download, and email to other Department/city staff all materials available online in addition to all services provided in accordance with the terms and conditions of the parties' Agreement.

3. Provide real-estate reports to include, but not be limited to: Records of Sales and Ownership, including sale and purchase dates, recorded sale dates of properties, Property Profile/Reports, Custom Reports, Street Maps Search, Comparable Sales, Parcel Maps (Assessor Maps), Neighborhood Information Report, Property Activity Reports, Lien Reports, Supplemental Geography Reports, Transaction Histories, Foreclosure Activity Reports, Document Numbers and Document Images.

4. Inclusion of the Assessor Parcel Number (APN), as well as the recorder's official document number for all recordings on the property, past and present. Additional reports such as the Supplemental Geography/Report Purchases also known as Doc Image, Automated Valuation Model (AVM), Transaction History (Full), Legal & Vesting and Foreclosure Reports are required to provide users the necessary information for review and filing in case reports. Inclusion of all owner names (including company name if applicable) and mailing address(es).

5. Provide online tech support services, which shall be available from 7:00 am to 7:00 pm PST, on all business days with contact numbers provided online.

B. Large Real Estate and Ownership Data Set

1. Full match and append on the data file of APN records of current owner name, full mailing addresses, and recording dates to ensure accuracy in mailing addresses.

2. The City will use and display some or all of this data in its internal systems, reports, etc., and make available to City staff as needed. Any field may be shared with any City Department.

3. The ability to update the list of APNs up to four times a year by running a spatial analysis on the City's geography and finding any new APNs. For such new APNs, vendor will provide complete current ownership information for such new APN conforming to the specification defined here.

This new ownership information will be in the same format as the other changes of owner information, and will be included in the same regular data files. For future changes of ownership these new APNs will be included in the APN list and vendor will include these new APNs in any future changes of ownership that may occur on the new APNs.

4. The data files will be delivered to the City on a weekly basis.

5. The file name or file format may be changed by the City if needed.

6. Historical data and records of ownership information, changes of ownership, corresponding Situs addresses, mailing addresses, and APNs within the City of Los Angeles.

7. Required Output Format - Tab delimited American Standard Code II (ASCII) text file with columns matching the order and data type specified in the Output Record Layout list below. The output format may be modified only when mutually agreed upon.

8. File name will be the date the file was generated, followed by the text "_OwnerChange.zip", not including quotes. The date will be formatted YYYY_MMDD where YYYY indicates the numeric year, MM indicates the numeric month (including leading 0 if appropriate), and DD indicates the numeric day (including leading 0 if appropriate), for example, a file generated on October 5, 2014 would be named - 2014_1005_OwnerChange.zip.

9. All files will be made available on a File Transfer Protocol (FTP) site for download and kept on the site for a minimum of two months after the date file was generated. The FTP site will support standard FTP protocol and use the standard FTP port of 21. The FTP site will be hosted or otherwise provided for by the contractor.

10. No changes will be made to the configuration of the delivery FTP site without minimum of three months' prior notice to the City, this includes but is not limited to changes to Internet Protocol (IP) address, Domain Name System (DNS) name, user login name, user password.

11. If any problems are encountered by the City in connecting to or accessing the files on the FTP site, then the contractor will provide system administrative support staff to work with City staff to troubleshoot and resolve such issues. Such contractor staff must have the capability to understand and modify configuration of the FTP server as needed to resolve such issues.

12. At the City's request some or all files will also be sent via email to an email address designated by the City. This is in addition to the files being made available on the aforementioned FTP site. If any data file, after being compressed, exceeds the size limits of the sender or receiver's email system then the contractor is not obligated to send that file via email.

13. Output Record Layout - Type must conform to the specified Transact Structured Query Language (TSQL) data type, where type not specified it is varchar type. The output record layout may be modified only when mutually agreed upon.

14. On-site training, if needed and as requested by the City, not to exceed 80 hours per calendar year without the written consent of Contractor.

15. Output Record Layout:
    a. Assessor Parcel Number (bigint)
    b. Recorder's Document Number
    c. Property Land Use
    d. Owner Occupied Flag (bit) (1 -> owner occupied)
    e. Last Recording Date (date time)
    f. Last Sale Date (date time)
    g. Last Sale Price (money)
    h. Owner Name Full
    i. Owner First 1
    j. Owner 1 Middle
    k. Owner Last 1
    l. Owner First 2
    m. Owner 2 Middle
    n. Owner Last 2
    o. Mail Address Full
    p. Mail Street House Number (int)
    q. Mail Street House Number Fraction
    r. Mail Pre Direction Code (N, S, E, W, etc.)
    s. Mail Street Name
    t. Mail Street Type (St, Ave, etc.)
    u. Mail Post Direction Code (N, S, E, W, etc.)
    v. Mail Unit
    w. Mail City
    x. Mail State
    y. Mail Zip (int)
    z. Mail Zip Suffix (int)
    aa. Mail Carrier Route
    bb. Site Address Full
    cc. Site Street House Number (int)
    dd. Site Street House Number Fraction
    ee. Site Pre Direction Code (N, S, E, W, etc.)

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ff. Site Street Name
gg. Site Street Type (St, Ave, etc.)
hh. Site Post Direction Code (N, S, E, W, etc.)
ii. Site Unit
jj. Site City
kk. Site State
ll. Site Zip (int)
mm. Site Zip Suffix (int)
nn. Site Carrier Route
oo. Recording Type (grant deed, quit claim, etc.)
pp. Latitude of property
qq. Longitude of property
rr. Flag to indicate if new owner is a corporation, LLC, or LP
ss. Sale Type (if available)
tt. Document transfer tax stamp amount
uu. Arm's length flag

C. Data File of Foreclosure Actions

1. The Contractor will provide on a weekly basis a data file that defines all foreclosure actions that occurred on any property in the City of Los Angeles. This will include all foreclosure related recordings, including but not limited to, the Notice of Default (NOD), Notice of Trustee's Sale (NOTS), Trustee's Deed, Notice of Rescissions, lis pendens, etc.

2. The City will use and display some or all of this data in its internal systems, reports, etc., and make available to City staff as needed. Any field may be shared with any City Department.

3. The following fields in this file will be shown on the City's public facing website, which is available to the general public: APN, Recording Date, Recorders Document Number, Foreclosure record document type, Borrower / Defendant name, Trustee name, REO flag, Property Site Address, Lender name, Lender Address.

4. The fields in this file will include, but not be limited to, APN, recording date, recorder's document number, sale date and price (when applicable), owner name, owner occupied flag, owner mailing address, site address, last transfer recording number, vesting information, foreclosure document type, foreclosure filing date, original related document number, original related document recording date, original mortgage amount, flag to indicate buyer as lender, borrower/defendant, plaintiff, REO sale date, REO sale price, trustee info (name, address), attorney name, case number, auction info (date, time, address), judgment amount, default mortgage amount, default mortgage recording date, default mortgage document number, default amount, default date, first missed payment date (if available), lender info

(name, address, title company name), default owner vesting, and originating lender of foreclosure.

5. Historical data fields as described above for corresponding Situs addresses, mailing addresses, and APNs within the City of Los Angeles.

6. Required Output Format - Tab delimited American Standard Code II (ASCII) text file with columns matching the order to be specified by the City.

7. File name will be the date the file was generated, followed by the text "_Foreclosure.zip", not including quotes. The date will be formatted YYYY_MMDD where YYYY indicates the numeric year, MM indicates the numeric month (including leading 0 if appropriate), and DD indicates the numeric day (including leading 0 if appropriate), for example, a file generated on October 5, 2014 would be named - 2014_1005_ Foreclosure.zip.

8. All files will be made available on a File Transfer Protocol (FTP) site for download and kept on the site for a minimum of two months after the date file was generated. The FTP site will support standard FTP protocol and use the standard FTP port of 21. The FTP site will be hosted or otherwise provided for by the contractor.

9. No changes will be made to the configuration of the delivery FTP site without minimum of three months' prior notice to the City, this includes but is not limited to changes to Internet Protocol (IP) address, Domain Name System (DNS) name, user login name, user password.

10. The Contractor will be required to provide system administrative support staff and work with City staff to troubleshoot and resolve any problems that are encountered by the City in connecting to or accessing the files on the FTP site. Such contractor staff must have the capability to understand and modify configuration of the FTP server as needed to resolve such issues.

11. At the City's request some or all files will also be sent via email to an email address designated by the City. This is in addition to the files being made available on the aforementioned FTP site. If any data file, after being compressed, exceeds the size limits of the sender or receiver's email system then the contractor is not obligated to send that file via email.

D. Data File of Assignments, Releases, and Modifications

1. The Contractor will provide on a weekly basis a data file that defines all recordings related to assignments, releases, reconveyances, rescissions or modifications that occurred on any property within the City of Los Angeles.

2. The City will use and display some or all of this data in its internal systems, reports, etc., and make available to City staff as needed. Any field may be shared with any City Department.

3. The fields in this file will include APN, recording date, recorder's document number, original recorders document number, original recording date, document type, and any other relevant information that is available.

4. Historical data fields as described above for corresponding Situs addresses, mailing addresses, and APNs within the City of Los Angeles.

5. Required Output Format - Tab delimited American Standard Code II (ASCII) text file with columns matching the order to be specified by the City

6. File name will be the date the file was generated, followed by the text "_Assignment_Release_Mod.zip", not including quotes. The date will be formatted YYYY_MMDD where YYYY indicates the numeric year, MM indicates the numeric month (including leading 0 if appropriate), and DD indicates the numeric day (including leading 0 if appropriate), for example, a file generated on October 5th 2014 would be named - 2014_1005_Assignment_Release_Mod.zip.

7. All files will be made available on a File Transfer Protocol (FTP) site for download and kept on the site for a minimum of two months after the date file was generated. The FTP site will support standard FTP protocol and use the standard FTP port of 21. The FTP site will be hosted or otherwise provided for by the contractor.

8. No changes will be made to the configuration of the delivery FTP site without minimum of three months' prior notice to the City, this includes but is not limited to changes to Internet Protocol (IP) address, Domain Name System (DNS) name, user login name, user password.

9. The Contractor will be required to provide system administrative support staff and work with City staff to troubleshoot and resolve any problems that are encountered by the City in connecting to or accessing the files on the FTP site. Such contractor staff must have the capability to understand and modify configuration of the FTP server as needed to resolve such issues.

10. At the City's request some or all files will also be sent via email to an email address designated by the City. This is in addition to the files being made available on the aforementioned FTP site. If any data file, after being compressed, exceeds the size limits of the sender or receiver's email system then the contractor is not obligated to send that file via email.

11. The Contractor shall research and, if applicable, correct discrepancies between data contained in the recorded document and the data that the Contractor transmits to the FTP site within thirty (30) days of recognizing or being notified by LAHD staff about any such discrepancies.

E. Other Real Estate Information Services

Additional Real Estate Information Services yet to be determined. Any additional fees for these services would adhere to the proposed fee schedule.

§203. Disclaimer

The City acknowledges and agrees that the services described in this Section II (the "Services") are provided "as is" without warranty of any kind, either express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose, or warranties based on course of dealing or usage in trade. Contractor does not represent or warrant that these Services are complete or free from error or will be available 24 hours per day, seven days per week, and does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in the Services, whether such errors or omissions result from negligence, accident, or other cause. The Services provided are not insured, and the City shall not construe the Services as a representation by Contractor as to the condition of title to real property. The City shall not construe the Services as an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. City acknowledges that the Services may not include all recorded conveyances, instruments or documents which impart constructive notice with respect to any chain of title described in the Services.

§204. License

A. License Grant. Subject to the terms and conditions of this Agreement, Contractor grants to the City a non-exclusive, non-transferable, limited license under Contractor's intellectual property rights in the Services to use the Services set forth in this Agreement solely for the applications described in §202 above and solely during the Agreement Term. There are no implied licenses under this Agreement, and any rights not expressly granted to the City are reserved by Contractor for its own use and benefit.

B. License Restrictions. The City represents and warrants to Contractor that it will comply with the following:

1. The City shall not use the Services for purposes other than those expressly described in §202 above.

2. Unless expressly authorized in §202 or for the use in any City enforcement actions, the City shall not share the Services with any third party.

3. The City shall not use the Services: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in any way that would cause the information to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; or (iv) in any other manner that would cause such use to be construed as a consumer report by any governmental authority.

4. The City shall not use the Services in any way that: (i) infringes Contractor's or any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation; or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

5. The City shall not disassemble, decompile, manipulate or reverse engineer the Services. The City shall take all necessary steps to prevent unauthorized use or disclosure or disassembly, decompiling, manipulation or reverse engineering of any portion of the Services.

§205. Termination of License

Upon termination of this Agreement, all license rights granted by Contractor to the City terminate. Within 30 days of termination of this Contract, the City shall certify in writing that it will no longer use the Services and will no longer have access to the Services. Notwithstanding the foregoing, the City may retain copies of the Services if such retention is required by law, regulation, or ordinance, provided that the City does not rely on those Services for any new future use beyond the term of the Contract.

III. PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for the complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Eight Hundred Ten Thousand Dollars ($810,000)**, according to Exhibit C – Professional Fee Schedule. The foregoing amount represents the total maximum compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement. Compensation beyond the first year of the Agreement Term is subject to funding availability and the Contractor's performance. The Contractor understands and agrees

that execution of this Agreement does not guarantee that any or all funds will be expended.

B. The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior written approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

E. 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 shall warrant that any applicable discounts have been included in the costs to the City.

F. 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.

IV. STANDARD PROVISIONS

§401. Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which are attached as Exhibit D and incorporated herein by reference.

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V. CONFLICT OF INTEREST

§501. Conflict of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Subcontractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive Number FY12-0001 ("Directive FY12-0001"). A copy of Directive FY12-0001 has been provided to the Contractor by LAHD and the Contractor acknowledges receipt of Directive FY12-0001. No agreements and/or amendments will be executed without the Contractor's adoption of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

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c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of the Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

L. Unless an exemption/waiver to Directive FY12-0001 was requested by the Contractor and approved by LAHD in writing prior to the execution of this Agreement, the Contractor shall be deemed to have adopted the Code of Conduct set forth within Directive FY12-0001 that meets the foregoing requirements upon execution of this Agreement, and the Contractor shall comply with the Code of Conduct throughout the term of this Agreement.

VI. MISCELLANEOUS PROVISIONS

§601. Complete Agreement

This Agreement and Exhibits A to D attached hereto constitute the complete and entire Agreement between the City and Contractor and supersedes any prior representations, understandings, agreements or proposals. No verbal agreement nor conversation nor previous contract(s) with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, said conflict or inconsistency shall be resolved by giving precedence to: (i) the body of this Agreement, (ii) the terms of applicable City ordinances and regulations, and (iii) the attachments or exhibits to this Agreement in descending numerical or letter order.

§602. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an

original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§603. Ratification Clause

The Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted according to the City's discretion.

§604. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes eighteen (18) pages, and four (4) Exhibits A to D, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the Regional Alliance Marketplace for Procurement (RAMP) website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

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VII. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney
THE CITY OF LOS ANGELES

By _____
Name: _____
Title: _____

Date _____

FOR: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL, General Manager
LOS ANGELES HOUSING DEPARTMENT

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial Interest in this contract.

By _____
Name: Emilyzen Cervantes
Assistant General Manager

Date _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By _____
Deputy City Clerk

Date _____

FIRST AMERICAN DATA TREE LLC,
a Delaware limited liability company

By _____
Name: Robert Karraa
President

Date _____

City Business License Number: 0002988019-0001-1
Internal Revenue Service Taxpayer ID Number: 27-2411529
Council File/CAO File Number: ##-####; Date of Approval: ##/##/26
Said Agreement is Number C-139953 of City Contracts

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EXHIBIT A

Form Gen 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: First American Data Tree, LLC Date: 01/28/2021

Agreement/Reference: Real Estate Information Services

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)** ☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	WC ***Statutory*** EL $ 1,000,000
☒	**General Liability** ☐ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐ _____	$ 1,000,000
☐	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	$ _____
☒	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination.	$ 1,000,000
☐	**Property Insurance** (to cover replacement cost of building - as determined by insurance company) ☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐ _____	$ _____
☐	**Pollution Liability** ☐ _____	$ _____
☐	**Surety Bonds** – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
☐	**Crime Insurance**	$ _____

Other: 1) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.
2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT B
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at: https://bca.lacity.gov/sites/default/files/basic_page/lwo-notice-to-employees-of-retaliation-english-rev-04.2026.pdf and in Spanish at: https://bca.lacity.gov/sites/default/files/basic_page/lwo-notice-to-employees-of-retaliation-spanish-rev-04.2026.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please email the Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
BCA.EEOE@LACITY.ORG

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EXHIBIT C
PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule:

	PRODUCT	ESTIMATED FEES
1.	Online Real Estate and Property Ownership Report System access for 50 user licenses for five years, providing access to all reports listed in the RFP Scope of Work under Section II.B.1, including, but not limited to: • Property Profile/Reports: include prior owner, prior sales and recording dates, APN, document #s • Custom Reports: enables search filtering, export for mailing • Street Maps Search w/ Aerial Views: interactive search and parcel boundary overlays • Comparable Sales • Parcel Maps • Foreclosure Reports • Neighborhood Report (demographics) • Transaction History: Full History Sales and Financial activity with document numbers • Voluntary Lien Reports: including mortgage financing and releases, and document numbers/images • Document Images • Legal and Vesting Report with Transaction History	$50,000/yr
2.	Access to the above system for additional users (51+ licenses), per user.	To demonstrate how much we value our relationship with LAHD, there will be no additional charge for the first 60 users
3.	Seasonal or temporary access to above system (per user per month).	$20/month >60+ users
4.	Data Set with Custom Match/Append to provided APNs Full Match/Append. See RFP Section II.B.2-4 Scope of Work Refresh Match/Append (per occurrence)	$67,500/yr
5.	Additional Real Estate Information Services (yet to be determined) Fees negotiable, however, new service and cumulative service fees shall not exceed the contract total	Optional Datasets: Professional Services (custom scope): $350/hr API Access: No Charge Listing Data: $5,000/yr Cloud Set-up: $2,000/one-time HOA Data: $5,000/yr Vacancy Data: $2,000/yr Master Address Data: $3,000/yr

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EXHIBIT D

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support AssignmentOrders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

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

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

WC _____ *Statutory*

EL _____

_____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

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

_____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

_____ **Pollution Liability** _____

☐ _____

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

_____ **Crime Insurance** _____

Other: _____