

0150-13210-0000

**TRANSMITTAL**

TO The Information Technology Agency The City Council	DATE  6/25/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Statement of Work with Carahsoft Technology Corp. for the provision of professional services for specialized configuration and optimization of the MyLA311 system.**

Approved and transmitted for further processing.  
See the attached report from the City Administrative Officer.



MAYOR

(Mitch Kamin for)

MWS:ADP:11260114

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
 (Less than \$25,000 or  
 Greater than \$25,000 and Less than Three Months)

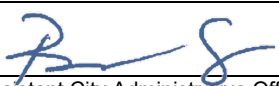
To: The Mayor	Date: 06-24-26	C.D. No. All	CAO File No.: 0150-13210-0000				
Contracting Department/Bureau: Information Technology Agency		Contact: Maria Ramos 213-935-5639					
Reference: Request from ITA dated April 28, 2026							
Purpose of Contract: For the provision of professional services for specialized configuration and optimization of the MyLA311 system.							
Type of Contract: ( X ) New contract		Contract Term Dates: Approximately 22 weeks from implementation or the provision of up to 5,500 courtesy hours					
Contract/Amendment Amount: \$0							
Proposed amount \$0+ Prior award(s) \$0 = Total \$0							
Source of funds: N/A							
Name of Contractor: Carahsoft Technology Corp.							
Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190							
	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. Prohibited Contributors (Bidders) CEC Form 55			X
6. Standard Provisions for City Contracts included	X			13. CA Iran Contracting Act of 2010			X
7. Workforce that resides in the City: 0%							

**RECOMMENDATION**

That the Mayor and Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute the Statement of Work with Carahsoft Technology Corp. for the provision of professional services for specialized configuration and optimization of the MyLA311 system with a term of up to approximately 22 weeks from implementation, or up to 5,500 hours, and at no-cost to the City, subject to the approval of the City Attorney as to form.

**SUMMARY**

The Information Technology Agency (ITA) requests approval to execute a proposed Statement of Work (SOW) with Carahsoft Technology Corp. (Contractor) for the provision of professional services for specialized configuration and optimization of the MyLA311 system. The proposed term of the services is approximately 22 weeks, or up to 5,500 hours with no-cost to the City. The services provided by the Contractor will assist ITA in addressing technical issues, performance reporting, and other concerns discussed by the City Council, including optimization of service requests and work orders, instances where service requests were marked as closed without being completed, and GPS navigation issues (C.F. 11-1013-S12, and C.F. 26-0162).

Austin Patrick			
ADP	Analyst	11260114	Assistant City Administrative Officer

On February 25, 2026, ITA received a SOW to provide professional services for specialized configuration and optimization of the MyLA311 system through the Contractor. The SOW includes:

- Automated Scheduling Optimization;
- Improved Driver Assignment;
- Overdue Appointment Management;
- Enhanced User Experience; and,
- Reporting and Dashboards.

These enhancements are intended to make the MyLA311 system easier to navigate and more efficient, reducing the time spent on manual scheduling, providing clear visuals for when a task is complete to avoid errant ticket closures, and a decluttered full screen map to reduce navigation issues.

As the proposed SOW is less than \$25,000, ITA is not required to conduct a formal competitive process in accordance with Los Angeles Administrative Code Section 10.15(a)1. The Contractor is in compliance with all applicable contracting requirements. A 1022 determination is not required for this contract as the total expenditure limit is less than \$25,000. In accordance with Executive Directive No. 3 (ED3), contracts must be over \$25,000 in compensation and over three months in duration in order to require approval of the Mayor. While the cost of this contract is less than \$25,000, the City Attorney advises that the Mayor's approval is necessary pursuant to ED3 because the value of services under this contract is over \$25,000. The City Attorney advises that acceptance of the donation of services in the proposed agreement is subject to Council approval.

## **FISCAL IMPACT STATEMENT**

There is no impact to the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report is in compliance with the City's Financial Policies as no funds are required for this purpose.

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

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200 N. MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
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**TED M. ROSS**  
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ASSISTANT GENERAL MANAGER

**EDUARDO MAGOS**  
ASSISTANT GENERAL MANAGER

**MARIA RAMOS**  
ACTING ASSISTANT GENERAL MANAGER

April 28, 2026

REF: EXE-093-26

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

Attention: Legislative Coordinator

**SUBJECT: ACCEPTANCE OF NO-COST IMPLEMENTATION SERVICES FROM CARAHSOFT TECHNOLOGY CORP. FOR THE MYLA311 SYSTEM**

## RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor, accept approximately 5,500 "Courtesy Hours" of implementation services, valued at \$1,644,288.89, at no cost to the City; and authorize the General Manager of the Information Technology Agency (ITA), or his designee, to execute the zero-dollar Statement of Work (SOW#-2026-001) and Quote #61127003 with Carahsoft Technology Corp (Carahsoft) for these services.

## SUMMARY

The ITA worked with other key City of Los Angeles departments to implement then MyLA311 Modernization Project, which replaced the City's legacy Customer Relationship Management (CRM) system with a modern cloud-based solution. The City of Los Angeles successfully implemented the new MyLA311 system, which has seen a 20% increase in usage compared to the old system and a 41% increase in self service versus using the call center. While primary development was handled by Deloitte Consulting LLP, Salesforce Inc. (via Carahsoft) has offered an additional, no-cost supplemental professional services effort for Public Works Sanitation to enhance the Field Service Lightning platform. These services, which are valued at approximately \$1.6 million, will be provided gratuitously with no expectation of payment.

## BACKGROUND

On February 25, 2026, ITA received a zero-cost quote and Statement of Work (SOW) to provide implementation services for the City's MyLA311 system through Carahsoft. The

SOW provides for specialized configuration and optimization services over an estimated 22-week project duration. The focus areas include:

- **Automated Scheduling Optimization:** Configuring the out-of-the-box (OOTB) scheduling engine to move away from PW Sanitation's legacy, manual polygon adjustments and achieve neighborhood-centric automated scheduling.
- **Improved Driver Assignment:** Automating the reassignment of service appointments when drivers become unavailable, including mobile application configurations for real-time non-availability reporting.
- **Overdue Appointment Management:** Streamlining the rescheduling of missed work orders and enabling mass closeout of unneeded records.
- **Enhanced User Experience:** Developing a full-screen mobile map experience and a streamlined interface for field resources to reduce backtracking and driver confusion.
- **Reporting and Dashboards:** Configuring operational metrics and providing production deployment checklists and guidance.

## FISCAL IMPACT

Approval of the recommendations in this report will have no impact to the General Fund. The professional services provided under Quote #61127003 are billed at \$0.00.

Respectfully submitted,



Ted Ross  
General Manager

cc: Austin Patrick, City Administrative Officer  
Maria Ramos, ITA  
Eduardo Magos, ITA  
Maggie McNally, ITA  
Mei Ly, ITA  
Ryan Ellefson, ITA



**Carahsoft's Statement of Work For:**

# **City of LA 311**

**Statement of Work**

**Implementation Services**

Quote #61127003

Wednesday,  
February 25, 2026

**Solution Provided By**



**CARASOFT TECHNOLOGY CORP.**

11493 Sunset Hills Road, Suite 100

Reston, VA 20190

888.662.2724 | [www.carahsoft.com](http://www.carahsoft.com)

**Points of Contact**

Bailey McCummings, (571) 662-3422,

Bailey.McCummings@Carahsoft.com

# Implementation Services Salesforce & Carahsoft Statement of Work

SOW#-2026-001

## 1 Overview

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### 1.1 Introduction

This Statement of Work (“**SOW**”) describes a set of services (“**Professional Services**”) to be provided by SFDC to Carahsoft’s client City of Los Angeles Information Technology Agency (“**Client**”). SFDC and Carahsoft reserves the right to reject an SOW if not signed by June 30, 2026 or the anticipated award date of contract between Carahsoft and Client.

**“SFDC”**

Salesforce, Inc., a Delaware corporation

**“Carahsoft”**

Carahsoft Technology Corporation  
11493 Sunset Hills Road Suite 100  
Reston, VA 20190

### 1.2 Contract and Billing Information

**SFDC Primary Sales Contact**

Julia Kincaid  
julia.kincaid@salesforce.com

**Carahsoft Sponsor or Contracts Administrator**

Bailey McCummings  
Bailey.McCummings@carahsoft.com

**Carahsoft Billing/Invoicing Contact**

Accounting@carahsoft.com

**Carahsoft PO Requirements**

A Purchase Order (“**PO**”) is required for the purchase or payment of the services on this SOW.

**Customer Tax Information**

Tax/VAT#:

Tax Exempt? (Attach Tax Exemption Form)

**Carahsoft’s PO#:**

**PO Amount:** \$0

**Currency:** USD

### 1.3 Definitions

All capitalized terms not defined in this SOW will have the meaning set forth in the Agreement.

- **“Application”** means any online, web-based services and offline, on-premises components made available by SFDC or any SFDC Affiliate to Customer under a separate agreement in effect between Customer and SFDC or any SFDC Affiliate.
- **“Change Order”** is a formal amendment to this SOW generated by SFDC and signed by both parties.
- **“Courtesy Conditions”** has the meaning set forth in Section 3.5.
- **“Courtesy Hours”** has the meaning set forth in Section 3.2.
- **“Courtesy Scope”** has the meaning set forth in Section 2.
- **“Effective Date”** shall be the latter of the parties’ respective execution dates of this SOW and the Purchase Order, if required by Customer or SFDC, is received.
- **“Fees”** the Professional Services fees pursuant to the performance of this SOW.
- **“SOW Term”** means the duration for the performance of the Professional Services pursuant to this SOW and any Change Order.
- **“T&E”** means all travel-related and other expenses (including but not limited to transportation, mileage, and reasonable out-of-pocket expenses) incurred by SFDC in performance of the Professional Services. Courtesy Scope, Courtesy Hours, and Schedule

## 2 Courtesy Scope

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Subject to the terms of this SOW and the Agreement, SFDC will provide the Professional Services set forth below in this Section 2. References to Customer in this Section 2 are deemed to include Client.

## 2.1 Background/Objective

The Customer’s high-level business objectives for these Professional Services are summarized below. These objectives are for informational purposes only (not a Customer or SFDC obligation).

The Customer’s high-level business objectives for the current MyLA311 system are:

- **Significant reduction in manual scheduling time:** Ideally, dispatch schedule creation would not exceed 1.5 hours daily, drastically cutting down the current 1.5 to 3-hour process.
- **Improved efficiency and reduced operational costs:** Achieved through automated, intelligent route optimization, efficient reassignment processes, and automated weekend scheduling, leading to better resource utilization and fewer missed services.
- **Drastically reduced driver confusion and backtracking:** Achieved by clear, immediate visual confirmation of completed tasks, even offline.
- **Significantly improved route visibility and navigation efficiency:** Enabled by a decluttered, full-screen map with easily digestible information.
- **Reduced time spent navigating the app:** Due to a simplified interface and grouped, relevant fields.

## 2.2 Implementation Services

SFDC will configure the Application as outlined below (“Implementation Services”) using SFDC’s delivery methodology described in this SOW’s Appendix. This SOW will operate on a time and materials basis and based on available capacity (roles, hours, budget) as defined in section 3.2. The planned capacity is based on SFDC’s assessment of the Customer’s Field Service Lightning implementation, business goals, and an initial size estimate for the following focus areas. Upon discovery completion and as needed throughout the build, each focus area will be re-sized based on the subsequent understanding of what is required to meet Customer’s business goals. If required based on available capacity, SFDC will work with Customer to re-prioritize these focus areas and implementation approaches.

### 2.2.1 Courtesy Scope

Focus Area	Description
Automated Scheduling Optimization	<ul style="list-style-type: none"> <li>• Configuration of the OOTB Scheduling Engine in Salesforce Field Service.</li> <li>• Configuration of an optimization process that meets the business needs and allows them to move away from polygon adjustments.</li> <li>• Configuration of rules and objectives within the scheduling policy to achieve a neighborhood centric schedule per new defined process.</li> <li>• Several iterations of testing and refinement to achieve desired results.</li> <li>• Configuring the Home Base address on each Service Territory.</li> </ul>
Improved Driver Assignment/Reassignment	<ul style="list-style-type: none"> <li>• Configuration to automate the reassignment of Service Appointments when drivers become unavailable including:                             <ul style="list-style-type: none"> <li>○ Configuration for mobile application for the driver (Service Resource) to create a “non-availability” to specify which hours they are no longer available.</li> <li>○ Configure an automated server-side process that will identify the Service Appointments (SAs) which are affected by the Non-Availability and reschedule those SAs to other drivers in the area in an optimal way.</li> </ul> </li> </ul>
Overdue Service Appointments Management	<ul style="list-style-type: none"> <li>• Streamlined Rescheduling: Configuration of a Quick Action and Flow to reschedule missed or overdue work orders.</li> <li>• Efficient Mass Closeout: Configuration of a Quick Action and Flow to allow for the mass closure of old, unneeded work orders.</li> <li>• Layout and User Access: Configure the necessary layouts to expose these new Quick Actions and grant access to Flows to the appropriate users.</li> </ul>
Improved Mobile Map User Experience	<ul style="list-style-type: none"> <li>• Development of a Lightning Web Component to enable a full-screen map experience for the mobile application.</li> </ul>
Streamlined Work Order and Service Appointment Interface	<ul style="list-style-type: none"> <li>• Development of a mobile friendly component to support dynamic data display and reduction of visual clutter to enable a better experience within the mobile application.</li> </ul>
Containers Optimization	<ul style="list-style-type: none"> <li>• Configuration and focus for second line of business to support optimization features including: Automated scheduling optimizations, work order management and mobile map improvements.</li> </ul>
Reports and Dashboard	<ul style="list-style-type: none"> <li>• Configuration and updates to Salesforce Reports &amp; Dashboards to support operational needs within the available capacity of the team.</li> </ul>
Production Deployment Support	<ul style="list-style-type: none"> <li>• Support for the Production Deployment, which will be completed by City of LA team members. SFDC will provide production deployment checklists as well as guidance as required for the deployment.</li> </ul>

### 2.3 General Scope Assumptions

- Scope may be constrained by the complexity of the Customer’s technical requirements and data models, as well as the functionality and capabilities of the Application.
- Standard capabilities will be used where reasonably possible.
- Clicks-not-code configuration will be used where reasonably possible.
- Custom code will be used only if SFDC deems it necessary.
- Field Service Lightning capabilities will be utilized to support the optimization efforts.
- The Customer will provide production realistic data (service resources, service appointments, skills, calendars) in the test environment prior to starting any data review and usage analysis exercise.
- The Customer will participate with the appropriate business and technical stakeholders in key meetings to approve to-be solution design, technical and business changes (including change management) and determine key decisions.
- The Customer is expected to provide the territory (and associated Service Resources) for piloting.
- The Customer is responsible for testing, deployment and go-live.
- The Customer is responsible for any user training, business changes and change management.
- Any revisions to the existing customizations, unless required to enable the scope noted above, are out of scope.
- Any changes to the existing interfaces for integrations will be owned by the Customer.
- Any changes to the existing integrations will be owned by the Customer.
- The Customer is responsible for any data transformation, cleansing and migration.
- Defects caused by SFDC and identified in accordance with the processes outlined in Appendix 1 will be remedied within the limits of the Courtesy Hours outlined in this SOW.
- Scope will be constrained based on the available capacity of the SFDC team. SFDC will prioritize scope items with Customer’s key stakeholders as required.

### 2.4 Scope Exclusions

Any work not specified in this SOW is considered out of scope, including but not limited to the following:

- Legacy data migration
- Custom APIs
- Human Centered Change or education services
- Change management services
- Any third party or external system development

In Process

## 3 Schedule and Professional Services Fees

### 3.1 Schedule

SFDC estimates the project to be 22 weeks. This estimation is based on SFDC's assumption that it will be able to perform the Professional Services without delays initiated by Customer or Client.

The Professional Services will begin on a start date to be mutually agreed in writing (email acceptable) but no sooner than four (4) weeks after this SOW’s Effective Date. Extensions and any rate increases will require a fully executed Change Order.

### 3.2 Fees

#### Time and Material Fees

Professional Services are provided on a time and materials (“T&M”) basis. Carahsoft will make the SFDC resources in the table below available at an hourly rate of \$0.00 for up to 5,500 hours (“Courtesy Hours”) to perform the Courtesy Scope outlined in Section 2.

Any change in resources or moving of hours between resources will not require a Change Order, provided that the hours do not exceed the total hours set forth in the table below.

Estimated Totals	
<b>Estimated Professional Services Fees</b>	
<i>Annual Rate Increase</i>	
Estimated T&E	0.00
Estimated Taxes	0.00
<i>Tax Rate as of Effective Date</i>	0%
<b>Estimated Total</b>	<b>0.00</b>
<b>Annual Estimated Fees by Resource</b>	
<b>Year 1 Estimates</b>	

SFDC Resource Type		Hourly Rate	Hours	Fee
Engagement Manager	Engagement Manager - 0 Rate	0.00	230	0.00
Senior Project Manager	Senior Project Manager - 0 Rate	0.00	920	0.00
Senior Technical Architect	Senior Technical Architect - 0 Rate	0.00	230	0.00
Senior Technical Architect	Senior Technical Architect - 0 Rate	0.00	880	0.00
Senior Solution Architect	Senior Solution Architect - 0 Rate	0.00	880	0.00
Technical Architect	Technical Architect - 0 Rate	0.00	880	0.00
Senior Developer	Senior Developer - 0 Rate	0.00	760	0.00
Quality Assurance Consultant	Quality Assurance Consultant - 0 Rate	0.00	720	0.00
<b>Est. Annual Subtotals</b>			<b>0.00</b>	

### 3.3 Travel and Related Expenses

“T&E” means all travel-related and other expenses, including but not limited to transportation, mileage, and reasonable out-of-pocket expenses, incurred by SFDC in connection with the Professional Services. T&E is currently estimated at \$0. LA ITA will reimburse Carahsoft for T&E incurred in connection with Professional Services. SFDC will not exceed this estimate without the written consent of Carahsoft. SFDC will receive written approval (email acceptable) prior to travelling in connection with Professional Services.

### 3.4 Free Services

The Professional Services on this SOW, with an estimated value of \$1,644,288.89 are being provided free of charge (“Free Services”). These Free Services are offered in response to Customer’s request and may only be used for the Courtesy Scope referenced in Section 2. Additionally, these Free Services are (a) provided gratuitously by SFDC with no expectation of payment to the Customer identified on this SOW and are not for individual or personal use; and (b) not provided in order to induce any current or future procurement decisions by Customer, without seeking promises or favoritism in any bidding arrangements, without an expectation of exclusivity in consideration for the Free Services, and with the understanding that SFDC will not, as a result, be prohibited from any procurement opportunities or be subject to any reporting requirements.

For the avoidance of doubt, Carahsoft is required to include in its contract with Carahsoft’s Client the relevant terms of this SOW. Notwithstanding anything to the contrary under the SOW and/or the Agreement, Carahsoft represents and warrants that the Free Services granted to Carahsoft by SFDC shall be passed through to Carahsoft’s Client at no cost to Carahsoft’s Client and shall not be used for purposes inconsistent with global anti-corruption laws.

### 3.5 Courtesy Hours Conditions

Courtesy Hours are subject to the following conditions (“**Courtesy Conditions**”):

- Courtesy Hours will be provided throughout the term of the SOW.
- Courtesy Hours will be used consecutively once a resource has started work. SFDC will staff full time (40 hours per week) or part time (20 hours per week) only, unless otherwise specified by SFDC.
- Unused Courtesy Hours will expire upon the earlier of (i) conclusion or termination of the SOW; or (ii) October 1, 2026.
- Courtesy Hours will be forfeited if the SOW is terminated in accordance with Section 5.4.
- Courtesy scope and all Professional Services herein are deemed accepted upon delivery.

### 3.6 Courtesy Hours Exclusions

- Courtesy Hours may not exceed the quantity of hours provided above.
- Courtesy Hours may not be used to perform Professional Services other than the Courtesy Scope above.
- Courtesy Hours may not be used on any other SOW or Change Order.

## 4 Customer Responsibilities

SFDC expects to execute the activities outlined in this SOW as an uninterrupted stream of work. Timely and successful performance of the Professional Services pursuant to this SOW requires ongoing collaboration between SFDC, Carahsoft and Customer. Customer is responsible for certain key tasks, contributions and timely reviews to enable SFDC to perform its obligations under this SOW. Delays in the performance of the Professional Services caused by Customer may result in additional applicable charges for resource time. SFDC and Carahsoft shall not be responsible for delays or other damages caused by Customer’s failure to meet its obligations. Carahsoft will ensure that its Client is contractually bound by the Customer requirements, assumptions, and acknowledgements in this Section 4.

## 4.1 Customer Cooperation

Customer will cooperate with SFDC in its performance of the Professional Services by, without limitation:

- Working with Customer’s stakeholders and implementation team and SFDC to determine mutually agreeable timelines and resource schedules for the project;
- Delivering in a timely manner Customer collateral and other obligations required under this SOW;
- Responding promptly to SFDC’s inquiries related to the Professional Services;
- Providing complete, accurate and timely information, data and feedback, as reasonably required;
- Working collaboratively with SFDC throughout the project to mitigate risks, escalate and resolve issues quickly, and prioritize efforts in order to achieve agreed timelines;
- Collaborating with SFDC to validate that key tasks and schedule dependencies are aligned with the management of the overall project;
- Participating in formal checkpoints throughout the project that will be defined in the Planning Documents during the Define & Design stage of the project;
- Participating in weekly status meetings to review the project status, risks, open issues and mitigation approach. The weekly status meetings will include, but not be limited to, the following parties: Customer Project Manager, Customer Product Owner, and SFDC Project Manager or Engagement Manager; and
- Participating in a monthly Steering Committee meeting between, at a minimum, the Customer Executive Sponsor, Customer Project Manager, SFDC Executive Sponsor, and SFDC Project or Engagement Manager. Monthly Steering Committee meetings will review project status and key open issues and to validate alignment between the parties.

## 4.2 Customer Resource Requirements

### Customer Team

Customer will make available appropriately skilled and knowledgeable Customer resources, including but not limited to the resources as set forth in the table below, to provide active and continuous participation, including but not limited to timely review, feedback, approvals, and decision making:

Customer Resource	Estimated Commitment	Responsibilities
<b>Executive Sponsor</b>	2-3 hrs across kick-off/discovery weeks and regularly scheduled Sponsor review meetings	<ul style="list-style-type: none"> <li>• Provide thought leadership and overall project guidance</li> <li>• Participate actively in Steering Committee meetings and activities,</li> <li>• Act as a point of contact for escalations; and</li> <li>• Be responsible for executing on Customer’s overall, internal program management responsibilities.</li> </ul>
<b>Project Manager</b>	30-50%	<ul style="list-style-type: none"> <li>• Act as a single point of contact for SFDC’s engagement activities;</li> <li>• Co-manage the project plan and schedule with SFDC Project Manager;</li> <li>• Be responsible for identifying stakeholders and collaborating on scheduling stakeholder activities;</li> <li>• Define and maintain the list of business objectives and requirements to guide the Professional Services;</li> <li>• Responsible for SFDC-related requests, scheduling, enabling key decisions, communications, acceptance, or issues;</li> <li>• Coordinate Customer’s resources’ schedules, tasks, and stakeholder availability for meetings; and</li> <li>• Coordinate on-site meetings (if required).</li> </ul>
<b>Product Owner</b>	30-35%	<ul style="list-style-type: none"> <li>• Be responsible for product vision and for maximizing the business value of the implementation effort;</li> <li>• Represent Customer’s stakeholders throughout project;</li> <li>• Manage the content of the product backlog;</li> <li>• Provide content for User Stories and assist with creation of acceptance criteria</li> <li>• Prioritize stories in the product backlog; and</li> <li>• Work with SFDC to determine the order in which stories will be implemented</li> </ul>
<b>Business Subject Matter Experts</b>	20-30%	<ul style="list-style-type: none"> <li>• Help define the business requirements and test cases;</li> <li>• Participate in the requirements and planning sessions; and</li> <li>• Be responsible for the User Acceptance Testing and Usability Testing.</li> </ul>
<b>IT / Technology Subject Matter Experts</b>	20-30%	<ul style="list-style-type: none"> <li>• Provide support, if needed, for completing the Customer’s network configuration;</li> <li>• Provide security requirements;</li> <li>• Provide Single-Sign On (SSO) support as needed;</li> <li>• Participate in architecture discussions/decisions;</li> <li>• Help create test cases to support the technical requirements;</li> <li>• Be responsible for user acceptance testing, performance, and volume testing;</li> <li>• Oversee and participate in knowledge transfer;</li> <li>• Provide general support for network and system access as required; and</li> <li>• Provide ongoing operations support after go-live.</li> </ul>

### Technology and Application Access

- Customer will procure, install, host, test, deploy, monitor and maintain equipment, infrastructure, hardware, software, technical infrastructure, stable internet with sufficient bandwidth, security access, and other technology, including patches and upgrades of each of the foregoing, required to enable provisioning of the Professional Services.
- Customer will identify and enable permissions for SFDC personnel as system administrators or users of Customer's Application instances as reasonably necessary for the provision of the Professional Services. SFDC may download log file data and upload data files to perform its duties.
- SFDC will have access only to the Customer's Application and not to Customer's non-SFDC systems including but not limited to: internal enterprise platform, buying platforms, ad servers, third-party applications, time logging systems, project management systems, and defect management tools. If such access is necessary, it must first be mutually agreed by the SFDC project team and Customer must provide sufficient access to Customer's internal systems (defect logs, JIRA, etc.) as required for SFDC to perform its obligations hereunder.

### Coordination and Location of Services

The Professional Services described in this SOW will be delivered virtually, unless otherwise mutually agreed by the parties in writing (email sufficient). If work is performed on-site at a facility of Customer or any of its Affiliates, then Customer will provide, at no charge to SFDC, office workspace, suitably configured computer equipment, stable internet with sufficient bandwidth, and access to appropriate and knowledgeable employees and agents of Customer. Work performed on-site is subject to T&E in accordance with Section 3.

## 4.3 Customer Obligations

### Data Source Availability

- Customer will have one or more of its data sources ready for import prior to the start of the Professional Services.
- External data imported as part of automation must be in the SFDC defined format.
- Customer will provide SFDC with access to the data sources to be integrated and required end-points.
- Non-API data sources will be provided in the SFDC defined format.

### Data Quality

Customer is responsible for data quality, including but not limited to:

- Data transformation, cleansing, aggregation, merging, and de-duplication of Customer's import or exports;
- Data configuration, extract processing, and quality assurance testing of data prior to submitting to SFDC;
- Deletion or overwriting of data records; and
- Data integration tasks after the files reach their defined end points.

### Creative Assets

Customer will identify, procure, and provide SFDC with creative content, including but not limited to:

- Copywriting and language translations;
- Design, development, content, branding guidelines; and
- Graphic assets including but not limited to: fonts, logos, links, stock photography, graphics, HTML code and .PSD files.

### Use of Services

Customer is responsible for its use and distribution of the Deliverables resulting from the Professional Services.

### Third Parties

Customer is responsible for the acquisition, contracting, licensing, and associated costs of third-party applications. Customer is responsible for the integration with third-party applications, unless otherwise defined as in scope in Section 2. Customer is responsible for coordination and management of third-party providers or vendors that may be involved in the project. SFDC is not responsible for and does not warrant third-party products or services.

Customer acknowledges and agrees that third-party applications, including but not limited to third-party applications available on the AppExchange, and anything related to the performance or functionality of any such application, is not the responsibility of SFDC and Carahsoft. Customer is responsible for installation, implementation, configuration, and maintenance to support third-party applications. Customer will ensure that third-party integration tools and related infrastructure are in place within reasonable time frames for the performance of the Professional Services. SFDC will not have a direct line to providers of APIs or any of Customer's third-party vendors.

If necessary, Customer will provide sufficient access to third-party contacts to SFDC as required for SFDC to perform its obligations hereunder. SFDC will take direction or assignment of the Professional Services only from Customer and not from Customer's third-party provider.

## 4.4 Customer Acknowledgements

### SFDC Resources

- Customer's execution of this SOW constitutes its express consent for SFDC to use subcontractors to perform Professional Services. SFDC will be responsible for the performance of the Professional Services by its personnel (including employees and contractors) and their compliance with SFDC's obligations under this SOW, except as otherwise specified herein.
- All work conducted by resources under this SOW are considered billable Professional Services and are not related to entitlement services provided by SFDC programs (e.g. Product Support, Customer Success, etc.). Customer will submit and oversee general technical support cases to the Salesforce support team. SFDC will not perform general technical support duties under this SOW.
- SFDC will provide proficiency on the Application exclusively and makes no guarantee that resources are proficient in other programming languages or platforms.
- Unless otherwise mutually agreed during the Define stage, the Professional Services will be performed during normal business hours (Monday – Friday, 8:30 a.m. - 5:30 p.m. in the time zone of the location where the Professional Services resource is located, unless otherwise agreed in writing by the parties (email sufficient)), excluding holidays. Scheduling work outside of such normal business hours (“**After-Hours Work**”) requires staffing considerations and needs to be planned at least twenty (20) business days in advance of need.

## 5 General Terms

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### 5.1 Change Control

In the event of changes in the scope of work or other terms of this SOW, the parties will work together in good faith to agree upon an appropriate Change Order to this SOW following the Change Control Process defined below. SFDC shall have no obligation to perform additional or modified Professional Services absent agreement on a Change Order from Carahsoft.

The Professional Services fees or SOW Term may be subject to a Change Order in the event of a material change or deficiency in the information Customer provides to SFDC, an unanticipated event that materially changes Customer's service needs or requirements, a change in law, regulation or enforcement affecting the Professional Services, or a force majeure event.

#### Change Control Definitions

- “**Change Control**” describes the process for managing potential project changes.
- “**Change Request**” is an informal request by Customer, Carahsoft, or SFDC to modify the scope or schedule or Fees of the Professional Services to be provided pursuant to this SOW.
- “**Change Order**” is a formal amendment to this SOW as defined in Section 1.3.

#### Change Control Process

SFDC shall continue performing the Professional Services in accordance with this SOW until the parties agree in writing on the change in scope of work, resources, scheduling, fees, and other applicable terms.

The following provides a summary of the process to follow if a change to this SOW is desired:

1. Customer, Carahsoft or SFDC submits a written (email acceptable) Change Request, including the following:
  - Change description, detailing what is requested to be amended in this SOW;
  - Rationale for the change; and
  - Impact the change may have on the Professional Services.
2. Both Customer and SFDC review the Change Request to determine the merits of the request and the impact on the scope, resources, schedule, fees, and other terms and conditions of this SOW that may result from the implementation of the Change Request.
3. The parties decide either to accept or to reject the requested change.
4. If accepted, SFDC prepares a Change Order, which includes a description of the applicable changes to scope, planned resources, timeline, fees, and other terms and conditions.
5. Carahsoft executes the Change Order and sends it to Customer.
6. Customer executes the Change Order, and, if applicable, generates a purchase order associated with that Change Order.
7. The Professional Services described in the fully executed Change Order will be performed by SFDC and included as part of this SOW.

### 5.2 Segmentation

Customer acknowledges that this SOW is limited to the Professional Services and does not convey any right to use the Application. Any use of the Application by Customer will be governed by a separate agreement. Customer agrees that its purchase of the Professional Services is not contingent on the delivery of any future Application functionality or features (other than Deliverables under this SOW in accordance with and subject to the terms of this SOW), or on any oral or written public comments by SFDC regarding future Application functionality or features.

### 5.3 Termination

In the event that the Client has a contractual right to terminate the SOW executed between Carahsoft and Customer related to the Professional Services described herein, Carahsoft shall promptly notify SFDC in writing if Carahsoft receives such notice of termination from Customer. In such event, Customer may terminate this SOW with thirty (30) days' prior written notice to Carahsoft after providing SFDC with written evidence of Client's termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

### 5.4 General

This SOW may be signed in counterparts, each of which shall be deemed an original. This SOW is subject to the terms and conditions of the Agreement, except to the extent otherwise expressly set forth in this SOW. In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their respective duly authorized representatives as identified below.

Customer	
Authorizing Signature	
Name	
Title	
Date	

Carahsoft Technology	
Authorizing Signature	
Name	
Title	
Date	

In Process

## Appendix 1: Delivery Methodology Overview

SFDC will use the following delivery methodology (“**Salesforce Professional Services Methodology**”) to deliver the Professional Services. The Salesforce Professional Services Methodology allows SFDC to adapt the delivery approach to meet the unique needs of each customer. The Professional Services will be delivered in the following stages:

- Define
- Design
- Deliver
- Deploy

The Salesforce Professional Services Methodology has both waterfall and agile principles embedded within it, and either methodology (or a mix of the frameworks) can be emphasized depending on Customer’s needs, the nature of the engagement, and SFDC’s recommendations on best practices. Determining the most appropriate approach, including specifically how scope will be managed, is critical to successful delivery of the Professional Services. SFDC and Customer will jointly align on the planned approach, including how scope will be managed, early in the Define and Design stages. Regarding the scope of work to be done as part of the Professional Services:

- *For waterfall-leaning approaches, scope will be documented in detail and agreed to before the Deliver stage. Changes to scope after the start of the Deliver stage will require a Change Order.*
- *For agile-leaning approaches, scope will be documented in less detail and agreed to before the start of the Deliver stage, with the understanding that scope details will be iteratively refined during the Deliver stage, subject to the budget and schedule constraints of this SOW.*

As a part of the Salesforce Professional Services Methodology:

- SFDC and Customer will document the desired configured Application functionality as a list of functional needs by user type (“**User Stories**”).
- Development will be done in a series of regular increments (“**Sprints**”), which include delivery of the solution components and testing of them as they are built.
- SFDC and Customer will complete development reviews at the completion of each Sprint to measure functional progress and to validate and provide feedback on the functionality to be delivered in the configured Application.
- On-going User Story prioritization, as mutually agreed in writing (email sufficient) between the Customer Product Owner and SFDC, will dictate the final content of the configured Application.

Customer Product Owner may request additional or alternative functionality based on the prioritization of User Stories as they are refined and developed during Delivery of the configured Application. As a consequence, the precise scope of the configured Application cannot be determined at the outset of the Professional Services and the detailed scope described above may not be completed as part of the Professional Services.

*Note: The following sections describe “budget”, which is only provided for time and material SOWs and projects. Fixed Fee SOWs and projects will not have a budget managed with the Customer.*

## Define & Design Stages

The Define & Design stages cover formally starting up the project, setting expectations regarding how the project will be delivered and monitored, and the boundaries around it. The purpose of the project and targeted business outcomes will be confirmed during this stage. A key outcome of this stage will establish the way the project will be managed and the plan for execution (scope, resources, schedule, quality testing, and budget).

Week 0 is embedded in the Define phase, and is intended for internal project kickoff, alignment, and preparation for success. SFDC uses this time to identify an initial set of Risks, Assumptions, and Decisions, align on the fundamental project goals, objectives, constraints, success metrics and stakeholders, and begin draft deliverables.

The Define & Design stages are also intended to establish a high-level architecture as well as to create the necessary design to begin the Deliver stage. Business components and technical components of the solution will be documented in sufficient detail for the Customer to understand the planned solution. The high-level architecture and design created in this stage will be used to further refine and manage scope, resources, schedule, and budget.

Many Define & Design stage activities occur concurrently. The stage is completed once its activities are completed. However, the Deliver stage can begin before the Define and Design stage is fully completed if mutually agreed by both parties and reflected in the Define and Design Documents below.

- *For waterfall-leaning approaches, this typically happens after the planning activities have been completed; in some cases the Define activities and the Design activities end concurrently, before the Deliver stage begins.*

- For agile-leaning approaches, this typically happens after some key Define and Design stage Deliverables have been agreed, allowing the Deliver stage to begin and continue in parallel with completion of the remaining Define and Design stage Deliverables.

**Define & Design Activities**

Activity	Description
Professional Services Setup and Project Team Alignment	The SFDC team will meet with the Customer team to confirm initial understanding of the scope, undertake preliminary planning and scheduling, and align roles between the respective SFDC and Customer teams in preparation for structured discovery sessions. Project tracking and control mechanisms will be discussed and agreed upon.
Engagement Kick-off Meeting and Methodology Alignment	SFDC will conduct a session for the joint SFDC and Customer project team (Customer Product Owner and core team members attendance is mandatory) to align on key elements of the Salesforce Professional Services Methodology, specifically, the following: <ul style="list-style-type: none"> <li>• Project planning: expectations on scope, schedule, budget, project controls and project management standards;</li> <li>• Team roles and responsibilities;</li> <li>• Expected business outcomes and success measures;</li> <li>• Scope management, control and level of flexibility;</li> <li>• Salesforce Professional Services Methodology overview;</li> <li>• Decision on agile-leaning or waterfall-leaning Salesforce Professional Services Methodology approach;</li> <li>• Solution design: expected discovery activities and plans for how and when solution design will be conducted, documented and managed;</li> <li>• Development process: activities occurring inside and outside of the Sprints during the Deliver stage;</li> <li>• Release planning, measuring velocity, predicting capacity, Sprint burn down, and release burn up;</li> <li>• The product backlog: story map and User Story creation, story quality and story point values;</li> <li>• User Story management and Sprint demos; and</li> <li>• Final system testing responsibilities, plans and expectations.</li> </ul>
Discovery Sessions and Requirements Gathering	SFDC will facilitate a series of discovery sessions composed of the appropriate combination of group requirements sessions, one-on-one interviews, design workshops and job shadowing sessions. These sessions will establish the implementation framework and create the initial product backlog of User Stories, representing the business needs that the system will address.
Technical Architecture and Integration Analysis	SFDC will work with Customer to analyze and define the technical requirements for the Professional Services, including external system integrations, interactions with Customer’s IT infrastructure and other factors.
Build Preparation	During the Define & Design stage, final preparations are made to begin Delivery of the solution: <ul style="list-style-type: none"> <li>• Environments are initialized and configured;</li> <li>• Development and code management tracking and management systems, as defined and agreed in the Planning Documents, are acquired and set up;</li> <li>• Sufficient User Stories to begin development are fully elaborated and agreed with Customer (typically, enough User Stories to use the estimated capacity of the development team for at least two (2) Sprints).</li> </ul>

**Define & Design Deliverables**

**Planning Documents**

SFDC will draft a series of planning documents (“**Planning Documents**”) to establish a baseline plan for how the Application will be designed, configured, and developed. The Planning Documents will provide further detail to this SOW with regards to scope, staffing, and delivery dates. The final Planning Documents will be used as a baseline for governing scope, schedule, and budget throughout the project.

The specific documents included in the Planning Documents are set forth below:

Deliverable	Description
Project Management Plan	Defines the processes by which the project will be managed.
WBS (Work Breakdown Structure)	The work to be completed as part of the Professional Services will be reviewed with Customer and outlined in a WBS, a hierarchical representation of the planned scope of the project. The WBS is intended to give clarity to the project team, allowing the SFDC team to gain delivery alignment with Customer. <i>For agile-leaning approaches, the WBS will be completed at a high level but with many scope details not known or documented.</i>
Baseline Schedule	The Baseline Schedule will establish an initial timeline and budget against which to monitor schedule and budget burn performance. The baseline will be built based on this SOW, information gathered during project initiation, project team members’ schedules, and calendar events.

**Design Documents**

SFDC will draft a series of design and specification documents (“**Design Documents**”) that describe the overall design and functional scope of the configured Application. The Design Documents will include sufficient detail for SFDC to begin the Deliver stage. *In an*

agile-leaning project this Deliverable will be a high-level design document, with sufficient detail and agreement to start the Deliver stage.

The specific documents included in the Design Documents are set forth below:

Deliverable	Description
High Level Solution Design	Documents, at a high-level, the Application modules and functionality to be configured and developed, and custom mobile or external technologies (if applicable) to be developed. SFDC will design the proposed solution, determining the recommended use of SFDC and related technology components to address Customer’s requirements, expectations, and desired business outcomes. SFDC will work with Customer to review design decisions and trade-offs in interactive sessions as appropriate to arrive at the solution design for Customer. <i>For agile-leaning projects, the solution design is less detailed and not finalized prior to the start of the Deliver stage.</i>
Object Model Design	Documents the objects to be configured and developed and the relationships between them.
Story Map and Product Backlog of User Stories	Based on this SOW and information gathered during discovery sessions, SFDC will work with the Customer Product Owner to create a story map of the main functional areas to be addressed, typically modeled as a hierarchy, and begin to establish the framework of User Stories. User Stories will be further elaborated to include additional detail or additional User Stories that are known and expected to be implemented as part of the solution. Some User Stories may be elaborated and finalized in later stages. <i>For agile-leaning projects, the story map will not be finalized prior to the start of the Deliver stage.</i>
Quality Assurance & Testing Plans	Quality Assurance and Testing Plans define the testing responsibilities and how the configured Application will be tested throughout the Delivery and Validation stages.
Re-baselined Schedule	Schedule will be reviewed and revised, if necessary, to deliver the expected solution, based on the Planning Documents and Design Documents-

### Deliver Stage

The Deliver stage leverages the product backlog of User Stories, as well as the approved Planning Documents and Design Documents, to configure, develop, and test the configured Application over a series of development Sprints.

*Note: The Deliver stage can begin before the Define & Design stages are fully completed if mutually agreed by the Customer and SFDC in the Planning Documents.*

Final Customer testing, including Customer’s User Acceptance Testing (UAT), is performed during the Deliver stage. A mutually agreed defect management process will be set up to classify UAT deficiencies as (a) a true configuration defect in the Application; (b) user error; or (c) new scope. Severity and priority (which will be defined and mutually agreed to in the written test plan prior to the start of the Validation stage) will be assigned to each UAT deficiency. Final preparations to deploy the system are made during the Deploy stage.

### Deliver Stage Activities

Activity	Description
Build Sprints	In each Sprint, SFDC will perform the following activities: <ul style="list-style-type: none"> <li>● Review and select User Stories to include in the Sprint;</li> <li>● Work with Customer Product Owner to finalize User Story details and acceptance criteria for each included User Story;</li> <li>● Build and unit test the selected content of the Sprint;</li> <li>● Finalize and execute test scripts for each selected User Story;</li> <li>● Review the User Stories delivered in the Sprint based on each User Story’s applicable acceptance criteria (e.g., Rally, PM Toolkit, etc.); and</li> <li>● Conduct a Sprint retrospective to review the results of the Sprint and identify development process improvements.</li> </ul>
Sprint Reviews	SFDC and Customer will conduct Sprint Review meetings for specified Sprints to enable Customer to provide feedback early on in the process. After each of these meetings, revisions and changes may be made to clarify documented requirements as well as refinements to the overall design. Changes that impact the budget or schedule are subject to the Change Control Process defined herein.
Quality Assurance	SFDC will unit test the configured Application. SFDC will also independently create and execute test cases and test scripts for the SFDC-built and unit-tested components to validate that they conform to the defined acceptance criteria in each User Story.
Customer’s System Integrated Testing (SIT)	The SIT process is intended to test the configured Application in Customer’s integrated IT environment, including end-to-end testing of integration points and other system or process interdependencies. Customer is responsible for conducting SIT and providing feedback and notifying SFDC that SIT is complete. SFDC will help to coordinate and facilitate this process.
Customer’s User Acceptance Testing (UAT)	The UAT process will provide Customer with an opportunity to review the implementation prior to production deployment. Customer is responsible for conducting UAT and providing feedback and notifying SFDC that UAT is complete. SFDC will help coordinate and facilitate this process.
Customer’s Agreement to Go Live	Following completion of final Customer testing, SFDC will work with Customer to confirm agreement to deploy the configured Application to the production environment.

**Deliver Stage Deliverables**

Deliverable	Description
Configured Application	Version of the Application that is implemented according to the Design Documents.
UAT Completion	Customer's notification of successful UAT completion and agreement to deploy into the production environment.

**Deploy Stages**

The final stage of this SOW is the Deploy stage.

**Deploy Stage Activities**

Activity	Description
Production Deployment	Following Customer agreement to go-live, the configured Application will be migrated to Production, based on deployment instructions created by SFDC. Responsibility for production deployment is defined in Section 2.
Project Closeout	SFDC will update and publish a final version of the deployment checklist to reflect the completed Professional Services and the actual results of the production deployment.

**Deploy Stage Deliverables**

Deliverable	Description
Deployment Plan	Documents the overall approach and plan for deploying the configured Application to the production environment. This document also defines the process for migrating custom code and functionality.
Deployed Production Application	Migrated configured Application deployed to the production environment.
User Stories Documentation / Product Backlog	Documents reflecting final version of the User Stories that are implemented as part of the configured Application.

In Process



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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TO: Jeremy Stout
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FROM: Bailey McCummings
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EMAIL: jeremy.stout@lacity.org

EMAIL: Bailey.McCummings@Carahsoft.com

PHONE: (213) 335-4751

PHONE: (571) 662-3422

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 61127003
QUOTE DATE: 11/10/2025
QUOTE EXPIRES: 04/30/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00
TOTAL QUOTE: \$0.00

Table with columns: LINE NO., PART NO., DESCRIPTION, QUOTE PRICE, QTY, EXTENDED PRICE. Includes line item 1 for CS-Bundle and summary rows for SUBTOTAL, TOTAL PRICE, and TOTAL QUOTE.

Customer must reference quote #61127003 on PO
\*\*\*See attached SOW for Terms\*\*\*

**ATTACHMENT A**

Modified Standard Provisions for City Contracts

(approved by City Attorney 4.15.2026)

# 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**

[RESERVED]

#### **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**

[RESERVED]

**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**

[RESERVED]

**INTENTIONALLY LEFT BLANK**

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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](http://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

[RESERVED]

**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](http://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)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability**

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions)

\_\_\_\_\_

Discovery Period \_\_\_\_\_

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

\_\_\_\_\_

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

\_\_\_\_\_

\_\_\_\_ **Crime Insurance**

\_\_\_\_\_

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_