

0150-12312-0002

TRANSMITTAL

TO The City Council		DATE 07/17/2026	COUNCIL FILE NO.
FROM The Mayor			COUNCIL DISTRICT Citywide

First Amended and Restated Contracts with 19 on-call consultants for continued as-needed contractor programming and information technology-related services.

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:ECG:VES:KHO:02260152T

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

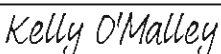
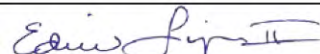
To: The Mayor	Date: 07-02-26	C.D. No. Citywide	CAO File No.: 0150-12312-0002
Contracting Department/Bureau: City Planning		Contact: Robertino Salgado – (213) 978-1204	
Reference: Department of City Planning transmittal dated June 24, 2026. Received by the City Administrative Officer on June 24, 2026. Additional information received through June 30, 2026.			
Purpose of Contract: To provide as-needed contractor programming and information technology-related services.			
Type of Contract: () New contract (X) Amendment, See Attachment 1		Contract Term Dates: July 1, 2023 through June 30, 2028 (First Amended and Restated Contract will extend the term for an additional 24 months)	
Contract/Amendment Amount: \$13.5 million			
Proposed amount \$6.5 million + Prior award(s) \$7 million = Total \$13.5 million			
Source of funds: Systems Development Trust Fund (Fund 588)			
Name of Contractor: See Attachment 1			
Address: See Attachment 1			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: See Attachment 1			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, authorize the Director of City Planning or designee to execute first amended and restated contracts with 19 on-call consultants as follows: 3Di; 22nd Century Technologies; Abacus Service Corporation; Birdi Systems, Inc.; Commercial Programming Systems; Dataman USA; Exclusive Network Enterprises; Jada Systems, Inc.; MIG; Cho Consulting, Inc. dba Novinzio; Psomas; Satwic, Inc.; SDI Presence, LLC; Trinus; Urban Insight; Cloud Consulting Services; Elegant Enterprise-Wide Solutions; SoftHQ, Inc.; and Fortuna BMC for on-call contract programming services, to extend the term for an additional 24 months through June 30, 2028 and increase the total maximum compensation by \$6.5 million from \$7 million to \$13.5 million in substantial conformance with the draft contract (Attachment 2), subject to the review and approval of the City Attorney as to form, and compliance with the City's contracting requirements.

SUMMARY

The Department of City Planning (DCP) entered into contracts with 21 on-call contractors (Contractors) to provide contractor programming and information technology related services on July 1, 2023. The Contractors were selected from a Request for Qualifications (RFQ) process initiated by the DCP on October 21, 2022 to establish an on-call list of technology service providers. The Contractors submitted Statements of Qualification by the due date with a passing score. The original term of each of the

 KHO Analyst 0150-12312-0002		 City Administrative Officer
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contracts was three years from July 1, 2023 through June 30, 2026 and established the total maximum compensation of \$7 million.

The DCP requests authority to execute the proposed first amended and restated contracts to extend the term for an additional 24 months through June 30, 2028 and increase the maximum compensation by \$6.5 million from \$7 million to \$13.5 million with the Contractors. These extensions are necessary to complete work for BuildLA, ZIMAS wildfire recovery project, and Senate Bill (SB) 79. To date, the total contract amount encumbered is \$8,506,295. The total amount for the anticipated additional work for BuildLA, ZIMAS wildfire recovery project, SB 79, and other Department requests over the two-year extension is \$5 million. The Community Investment Department has used this on-call list and the Department of Transportation has inquired about using this on-call list. The proposed first amended and restated contracts increase the maximum compensation by \$6.5 million from \$7 million to \$13.5 million to align with the total amount encumbered and anticipated encumbrances. The time extension for an additional 24 months will allow for continuation of services while the DCP prepares a new RFQ.

This Office reviewed the compliance documents for the proposed first amended and restated contracts. During this review, two of the Contractors, 3insys and Zeek, were non-responsive. Therefore, this Office does not recommend to execute first amended and restated contracts with 3insys and Zeek.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees do not have the expertise to perform the proposed work. Pursuant to Administrative Code Section 10.5(b)(2), Council approval is required for the proposed first amended and restated contracts because no new competitive process has been used for more than a cumulative period of three years and the estimated annual payments will exceed \$200,130.

FISCAL IMPACT STATEMENT

Funding for the proposed first amended and restated contracts will be provided by existing budget appropriations for this purpose. There is no additional General Fund impact.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that budgeted funds will be used for intended purposes.

MWS:ECG:VES:KHO:02260152

Attachments

List of On-Call Contract Programming Firms

ATTACHMENT 1

Contract No.	Name of Contractor	Address	Workforce that resides in the City (%)
C-144830	3Di	3 Point Drive, Suite 307 Brea, CA 92821	0%
C-144832	22nd Century Technologies	818 W. Seventh St., Suite 930 Los Angeles, CA 90017	7%
C-144833	Abacus Service Corporation	25925 Telegraph Road, Suite 206 Southfield, MI 48033	2%
C-144834	Birdi Systems, Inc.	723 E. Green Street Pasadena, CA 91101	14%
C-144481	Commercial Programming Systems	4400 Coldwater Canyon Ave., Suite 105 Studio City, CA 91604	34%
C-144836	Dataman USA	6890 S. Tucson Way Centennial, CO 80112	1%
C-144838	Exclusive Network Enterprises	P.O. Box 8753 Greenville, TX 75404	70%
C-144840	Jada Systems, Inc.	301 N Raymond Ave Suite 708 Pasadena, CA 91103	21%
C-144841	MIG	800 Hearst Avenue Berkeley, CA 94710	3%
C-144833	Cho Consulting, Inc. dba Novinzio	132 North Euclid Avenue, Simi Valley, CA 93065	0%
C-144842	Psomas	555 S. Flower Street, Suite 4300 Los Angeles, CA 90071	4%
C-144843	Satwic, Inc.	177 E. Colorado Blvd. Pasadena, CA 91105	6%
C-144844	SDI Presence, LLC.	200 E. Randolph Street, Suite 3550 Chicago, IL 60601	0.9%
C-144482	Trinus	225 South Lake Avenue Suite 300 Pasadena, CA 91101	85%
C-144480	Urban Insight	3530 Wilshire Blvd. Los Angeles, CA 90010	36%
C-144835	Cloud Consulting Services	11 Flacon Hills Drive Highland Ranch, CO 80126	0%
C-144837	Elegant Enterprise-Wide Solutions	25961 Hartwood Drive Chantilly, VA 20152	0%
C-144845	SoftHQ, Inc.	6494 Weathers Place #200 San Diego, CA 92121	7%
C-144839	Fortuna BMC	4926 43rd Street, Suite 120 McClellan, CA 956562	0%

**DEPARTMENT OF
CITY PLANNING**
COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

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PRESIDENT

CAROLINE CHOE
VICE-PRESIDENT

PRISCILLA CHAVEZ
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LISA M. WEBBER, AICP
DEPUTY DIRECTOR

CRAIG R. WEBER
DEPUTY DIRECTOR

June 24, 2026

The Honorable Karen Bass
Mayor of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012
Attn: Legislative Coordinator

**EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE THE FIRST AMENDED
AND RESTATED BENCH LIST CONTRACTS FOR CONTRACTOR PROGRAMMING AND
INFORMATION TECHNOLOGY-RELATED SERVICES**

SUMMARY

Transmitted for your review, approval, and further processing, in accordance with the provisions of Executive Directive No. 3, the Department of City Planning (DCP) requests approval of the First Amended and Restated contracts for the following 21 pre-qualified on-call bench list contracts for programming and information-related services:

1. 22nd Century Technologies
2. 3Di
3. 3Insys
4. Abacus Service Corporation
5. Birdi Systems, Inc.
6. Cho Consulting, Inc. dba Novinzio
7. Cloud Consulting Services
8. Commercial Programming Systems
9. DatamanUSA
10. Elegant Enterprise-Wide Solutions, Inc.
11. Exclusive Network Enterprises
12. Fortuna BMC
13. Jada Systems, Inc.
14. MIG
15. Psomas
16. Satwic, Inc.
17. SDI Presence, LLC
18. SoftHQ, Inc.

19. Trinus
20. Urban Insight
21. Zeek

DISCUSSION

On October 21, 2022, DCP published on the Regional Alliance Marketplace for Procurement (RAMP) website a Letter of Availability and an RFQ for contract programming services to develop a pre-qualified on-call bench list for said services.

The objective of the Request for Qualifications (RFQ) was to secure contract programming services to provide critical daily support to DCP including, but not limited to, creating, maintaining, and monitoring essential databases; document management; geographic information systems; infrastructure and cloud solutions services; mobile platform development; project management software and application development; and website design and development.

A total of 29 firms submitted a Statement of Qualifications (SOQ) by the due date of December 2, 2022. The SOQs were evaluated based upon the evaluation criteria established in the RFQ and the anticipated needs of the Department. Firms were evaluated by each task within the scope of work. This would allow smaller firms with more specialized skills to qualify for the on-call list. Twenty-five firms qualified for at least one task as outlined in the scope of work and 21 firms have currently fulfilled all requirements for contract execution.

This amendment will extend the term of the contracts to June 30, 2028 (an additional 24 months) and increase the contract ceiling from \$7 million to \$13.5 million to accommodate necessary funding. This term extension and increased ceiling will provide additional time to establish the next contract bench list while ensuring continuity for critical programming, systems and Geographic Information System (GIS) services. The work performed by contractors directly affects the Online Application System (OAS), Planning Case Tracking System (PCTS), the Zone Information and Map Access System (ZIMAS), and Web-based Zoning Code that are essential to the operations of the Development Services Center (DSC) and DCP's ability to effectively serve the development community and all concerned citizens.

The term extension and increased ceiling will also allow DCP to continue system platform changes, migrate to current application development frameworks, and adopt new database and application development governance principles and policies. Moreover, the Department relies on the assistance of contract programmers to implement changes required to address new regulatory, enforcement, or compliance-based legislation established by new laws, ordinances, or policies, such as Senate Bill 79. Continuation of the bench list will also enable application development services required to implement and deploy the ZIMAS Wildfire Recovery Enhancement Module supported by the Recovery Planning Grant for the January 2025 wildfire recovery.

FISCAL IMPACT

These contracts will be funded by the Recovery Planning Grant, appropriations in DCP's budget in the Systems Development Trust Fund (Fund 588), and approved BuildLA funding from the Development Services Trust Fund (Fund 58V). The exact funding amount for each contract will be determined as project Task Order Solicitations (TOS) are advertised, awarded, and Notice to Proceeds and Change Orders are executed.

RECOMMENDATION

That the Mayor authorize the Director of Planning, or his designee, to execute the First Amended and Restated amendments with the aforementioned 21 pre-qualified on-call bench list consultants for contract programming and information technology-related services for an additional (24) months and to increase the bench list contract ceiling from \$7 million to \$13.5 million, subject to the approval of the City Attorney as to form.

For questions, please contact Robertino Salgado at Robertino.salgado@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning


[Haydee Urita-Lopez \(Jun 22, 2026 09:41:21 PDT\)](#)

HAYDEE URITA-LOPEZ
Deputy Director, City Planning

Attachments: 1. Proposed contract (standard template for all 21 contracts)
cc: Kelly O'Malley, Office of the City Administrative Officer
Andrew Said, Office of the City Attorney

CONTRACT NUMBER _____

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING**

And

ZEEK

FOR

CONTRACT PROGRAMMING

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This First Amended and Restated Contract ("Contract") is entered into, by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through its Department of City Planning ("DCP" or "Department") and ZEEK ("Consultant"), a California corporation, for services related to Contract Programming:

RECITALS

1. WHEREAS, City has a need for various professional consulting services related to the design, development, support, maintenance, and implementation of technology-based solutions for an extensive catalog of business systems used to serve the Department's internal and external customers and the general public;
2. WHEREAS, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform the services set forth in this Agreement in a timely manner and it is, therefore, more feasible and in the Department's best interest to secure these services by contract;
3. WHEREAS, pursuant to Charter Section 372, City issued a Request for Qualifications ("RFQ") on December 2, 2022, seeking firms qualified to provide information technology consulting services, and found Contractor satisfied the required qualifications and experience to provide the type of service required by City;
4. WHEREAS, Contractor has represented that it has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
5. WHEREAS, Contractor has been selected to perform professional services for which Contractor has demonstrated specialized expertise; and
6. WHEREAS, City and Contractor desire to enter this Agreement pursuant to which Contractor shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Agreement.
7. WHEREAS, the Parties agreed to enter into a first amended and restated agreement in order to extend the contract for an additional 24 months;
8. WHEREAS, SECTION 2 TIME OF PERFORMANCE is deleted in its entirety and replaced by the following:

The term of this Contract commences upon execution and will terminate on June 30, 2028, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts;
9. WHEREAS, SECTION 7.1 COMPENSATION be replace by the following:

At no time, without prior duly executed Agreement amendment, shall the sum total compensation across all Contracts awarded under the City's October 21, 2022, RFQ referenced herein exceed \$13,500,000.
10. WHEREAS, SECTION 11.12 RATIFICATION CLAUSE has been added; and
11. WHEREAS, through the entirety of the Contract, Standard Provisions for City Contracts (Rev. 6/24) [v.1] will be replaced with Standard Provisions for City Contracts (Rev. 5/26) [v.1].
12. WHEREAS, the RECITALS have been moved before SECTION 1 and the subsequent section numbers were changed.

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 — DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms and other capitalized terms may or may not be further defined in this Agreement.

Addendum/Addenda: A written change, addition, alteration, correction, or revision to a solicitation document. Addendum/Addenda may be issued following a pre-proposal conference or as a result of a scope of work change in the solicitation.

Advance Payments: Agreed upon payments between buyer and seller made prior to the actual receipt and delivery of the contracted goods and service. Payments may be for a stated amount or for a percentage of the purchase price.

Agreement: The contract to be entered into between the City and the selected contractor(s).

City: The City of Los Angeles.

Contract: *See Agreement.*

Contractor: The individual, partnership, corporation, or other entity to which this agreement is awarded.

Department: The City's Personnel Department.

Director: *See General Manager*

Effective Date: The date of the City Attorney's signature as to form and legality.

General Manager: The general manager of the Department.

Informalities/Irregularities: A submission of a proposal which contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.

Labor-Hour Contract: A variation of the time-and-materials contract differing only in that materials are not supplied by the contractor. Provides for the acquisition of services on the basis of direct labor hours at specified fixed hourly rates; is generally used when it is not possible to estimate the extent or duration of required work.

Liquidated Damages: Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.

Milestone Payments: The tying of payments to the successful completion of predetermined work that are deemed significant indicators of progress toward contract completion.

Partial Payments: Payments that permit the contractor to invoice at intervals to coincide with the delivery and acceptance of incremental supplies and/or services.

Progress Payments: A timed sequence of payments made during the performance of a contract; periodic payments made over the life of a contract; allow the contractor to submit invoices for payment as progress is made in performing the contract. Not tied to the delivery and acceptance of incremental supplies and/or services.

Proposal: A document submitted by a vendor in response to some type of bid solicitation to be used as

the basis for negotiation of for entering into a contract.

Proposer: A business entity or individual that plans to or has submitted a proposal in response to a solicitation, but has yet entered into a contract.

Responsible Proposer: A business entity or individual who is fully capable of meeting all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Proposer: A business entity or individual who has submitted a proposal that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.

Retainage: A specified amount or percentage of the progress payment promptly due upon completion of all contract requirements.

Scope of Work: The written description of the conceptual requirements for the project. It describes the outcome or end result sought, not how the work is to be accomplished.

Solicitation: A Request for Information, or Quotes document, used to obtain information or quotes, respectively; or a Request for Proposals, or Qualifications document, used to obtain proposals or qualifications, respectively, for the purpose of entering into a contract.

Statement of Work: The very specific way, as outlined in the proposer's proposal and resultant contract, as to how the proposer proposes to complete the work as outlined in the Scope of Work. It defines what will be done, how, by whom, and cost factors.

Task Order Contract: An indefinite delivery/indefinite quantity contract for supplies or services that provides for the issuance of orders for services or supplies during the contract period.

Time and Materials (T & M) Contract: A contract which provides for contractor payment based on direct labor, hourly rate that includes benefits, payroll taxes, overhead and contractor profit and for the cost of materials and equipment used in performance of the contract.

SECTION 2 — TIME OF PERFORMANCE

The term of this Contract commences upon execution and will terminate on June 30, 2028, unless otherwise terminated as set forth in PSC 9, Termination of the Standard Provisions for City Contracts;

SECTION 3 — PURPOSE AND SCOPE OF WORK

3.1 Purpose of Agreement

The purpose of this Agreement is for City to obtain, and for Contractor to provide at City's direction, on-call contract programming services for which Contractor qualified upon submitting Contractor's Proposal in response to the RFQ.

3.2 Scope of Work

Contractor shall provide technology-based services for only that category, or those categories, identified in the letter from the Director to Consultant dated March 20, 2023 (the "Award Letter") as incorporated into and made a part of this Agreement by reference. Specifically, Contractor shall provide technology support and consulting services for the following categories:

<u>QUALIFIED?</u>	<u>SERVICE CATEGORY</u>
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QUALIFIED?	SERVICE CATEGORY
No Submission	Cyber Security
No	Database Management: Database design and analysis; management and administration; security, governance, data quality management; and Structured Query Language (SQL) programming; including Enterprise, Cloud and Database Warehouse design and implementations.
No	Document Management: Systems design, configuration, implementation, and integration services; application development; data conversion; and workflow management.
No	Geographic Information Systems: Systems design, configuration, implementation, and integration services; application development; data conversion; and workflow and records management.
No	Infrastructure/Cloud Solutions Services: Systems and network architecture; cloud migration (Azure) using IaaS, PaaS, SaaS, etc.; design and deployment of scalable, secure, and highly-available systems.
Yes	Mobile Platform Development: Design, development, implementation, and support of custom multi-platform applications for iOS (Objective C/Swift) and Android (Java) based devices.
No	Project Management: Perform business and systems analyses to facilitate and coordinate the development of technological solutions to departmental business and operational requirements and evaluate technological alternatives.
No	Software/Application Development: Design, development, implementation, and support of custom programming code (primarily web services-based applications) adapted to specific or enterprise-wide uses, either as a primary system or as a deployable interface used to integrate and interact with multiple diverse systems.
Yes	Website Design/Development: Design, development, implementation, and support of both front-end and back-end processes, including content management and digital asset management, online transaction processing, electronic data interchange, application programming interface (API) and search engine optimization.

SECTION 4 — TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Task Order Solicitation (TOS)

The Director or Designee shall notify Contractor in writing when Contractor's services may be required pursuant to this Agreement by means of an TOS. The TOS may be distributed through the City's Regional Alliance Marketplace for Procurement (RAMP). The TOS will detail the service requirements and information on the specific project, including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 TOS Response

- 4.2.1 Contractor, if so desires, shall respond to the TOS on or before the specified response deadline detailing Contractor's proposal for performance of the services requested in the TOS. Contractor shall include in their proposal the information necessary or helpful in DCP's evaluation of Contractor's ability to perform the service(s) sought, including, but not limited to:

- a. A project plan;
- b. A cost estimate for the project;
- c. Planned staff composition/allocation;
- d. The subconsultants that Consultant intends to utilize for the project (if allowed and applicable);
- e. The schedule of performance; and
- f. Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Contractor at least five (5) working days to respond to the TOS.

4.3 Selection Process

DCP shall review the TOS proposals and select a qualified Contractor that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the TOS and may include: the Contractor's prior performance on similar projects, including, but not limited to, projects awarded by the City; costs; project team members, prior experience; proposed schedule of performance; and other project specific criteria.

4.4 Notice to Proceed (NTP)

- 4.4.1 If Contractor's TOS proposal is selected, the Director or Designee shall issue an NTP. The NTP letter will authorize the Contractor to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" (NTE) compensation amount. The Contractor shall complete the work within the NTE amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project, such as, but not limited to, information relating to the statement of work, product delivery schedule, cost, payment schedule, and other requirements.
- 4.4.2 Consultant shall adhere to terms indicated in the NTP.
- 4.4.3 By commencing work following receipt of an NTP, Contractor affirms that Contractor is and will be bound by the terms of the NTP and this Agreement.
- 4.4.4 No work is authorized until the City issues an NTP to the selected firm.
- 4.4.5 DCP is not obligated to utilize Contractor for any work under this Agreement. Neither the Award Letter nor this Agreement imply or guarantee that Contractor will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Agreement and the RFQ.

4.5 Work Not in Scope

- 4.5.1 Contractor shall not perform any work unless the work is within the scope of this Agreement and an NTP signed by Director or Designee. Contractor acknowledges and agrees that City neither has, nor will have, any liability to Contractor for any work performed that is outside the scope of this Agreement, regardless of whether the work is within the statement of work of an NTP issued in relation to this Agreement.
- 4.5.2 Contractor shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original statement of work of the NTP. If it is determined that the request is outside the statement of work of the NTP, Contractor shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 — CHANGES TO NTP, SUSPENSION, OR TERMINATION OF NTP

5.1 Change Request

In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information ("Change Request"):

- a. The nature of the change, deletions, or additions requested, including a brief description of any new or altered requirements; a description of the requested work to be changed, deleted or added; and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
- b. The proposed change to the Schedule of Tasks, if any; and
- c. Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.2 Change Proposal

City shall inform Contractor in writing of any changes, additions, or deletions to the NTP via a Change Request. Within ten (10) business days of DCP submission of a Change Request, the Contractor shall either sign and accept the change order ("Change Order Acceptance") or prepare and deliver to the City a written statement ("Change Proposal") that includes the following information:

- a. The impact of the change on existing requirements;
- b. The cost of the change or addition and recommendation for appropriate offsets in the Agreement, if possible;
- c. The estimated time schedule to incorporate the change, deletion, or addition;
- d. Impact of the change on Contractor's ability to perform its obligations under this Agreement;
- e. Any proposed changes to the City's description of work or schedule of performance; and
- f. The period of time for which statement is valid.

5.3 Change Order Notice

Upon acceptance by the City of the Contractor's Change Order Acceptance or Change Proposal, the City will deliver to the Contractor a Change Order Notice, specifying the particulars set forth in Subsections 5.1 and 5.2 above as agreed. This Agreement will be deemed amended in accordance with said Change Order Notice. Contractor shall not perform any work set forth in a Change Request or Change Proposal unless and until it receives a Change Order Notice signed by Director or Designee.

5.4 Change Suggestions

The Contractor or the City may suggest any changes to the NTP that fall within the general scope of work of this Agreement. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1 through 5.3, above, and no changes will be made without the prior written approval of the City.

5.5 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Contractor in writing via formal letter signed by the Director of Planning, or Designee. This right is in addition to any of City's suspension or termination rights set forth in this Agreement or the Standard Provisions for City Contracts.

SECTION 6 — PERFORMANCE AND RESPONSIBILITIES

6.1 Performance

- 6.1.1 Contractor shall provide deliverables in a format specified in the NTP letter if applicable.
- 6.1.2 Contractor's work products are expected to meet the requirements of existing State law and any changes to those laws that occur while this Agreement is in effect.
- 6.1.3 Contractor shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Responsibilities of the City

The Director of Planning or appointed designee, shall represent the City on all matters pertaining to this Agreement.

The City, through DCP, may provide the following services, facilities, and arrangements to Contractor:

- Supervision and guidance to Contractor personnel relative to the work product required by DCP pursuant to this Agreement.
- Office space, desks, chairs and working materials.
- Related support services required for the performance of services under this Agreement.
- Parking will not be provided.

6.3 Responsibilities of Contractor

6.3.1. Personnel

Contractor will only retain, if allowed by DCP, subcontractors who are under W-4 employment status with the contracting firm. Contractor shall be solely responsible to pay all Contractor employee wages and benefits, and subcontractor fees. Without any additional expense to DCP, Contractor shall comply with the requirements of liability, worker's compensation, employment insurance and social security. Contractor shall hold City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personal and personnel practices.

Contractor's personnel who provide services under this Agreement shall be subject to DCP approval as to qualifications and suitability for performance of the services described herein. Contractor understands that DCP will request Contractor's services according to DCP requirements and that such services may be required on a full or part-time basis.

6.3.2. Documentation

Contractor shall be required to maintain all project records. For the purpose of audit and investigation, DCP, or any of its duly authorized representatives, shall have access to all Contractor's original books, documents, papers, and records that pertain to the Agreement, and must be retained by Contractor within Southern California or with DCP Contract Administrator for at least four (4) years following final payment under the Agreement. All Contractor invoices and related records are subject to audit by the City. All project records prepared by Contractor shall be owned by the City and shall be made available to the City at no charge.

6.3.3. Monitoring and Reporting

Contractor shall meet with DCP staff as needed, as determined by DCP, to discuss issues that may arise with regard to the contracted work and will work closely with DCP staff to resolve these issues.

6.3.4. Compliance with Privacy Laws

Contractor shall be responsible for ensuring that performance of its obligations and exercise of its rights under this Agreement comply with all applicable privacy laws ("Privacy Laws"). If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any Privacy Laws, (i) the Contractor shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws and regulations and (ii) the Contractor shall execute and deliver any documents required to comply with such Privacy Laws.

6.3.5. Representations and Warranties

- 6.3.5.1. Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 6.3.5.2. Contractor warrants that the work 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.
- 6.3.5.3. Contractor shall maintain all professional licenses and/or certifications throughout the duration of this Agreement if such professional license and/or certification are required to perform a particular task project.
- 6.3.5.4. Contractor shall assign to the City to the fullest extent permitted by law, and shall otherwise insure that the benefits of any applicable license, warranty, indemnity or service/maintenance agreement offered by any manufacturer of any software module and/or component or any other product or service provided hereunder shall fully extend to and be enjoyed by the City.
- 6.3.5.5. All professional services will be performed in a professional and workmanlike manner, according to at least minimum industry standards, and performed by competent personnel.
- 6.3.5.6. Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. This limited warranty will be for the entirety of the Term ("Warranty Period"). To the extent the City provides Contractor the ability to reperform any work identified as unacceptable, and Contractor continues to be unable to provide services in conformance with this Warranty, the City will have the right to terminate this Agreement.

Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards that protect the confidentiality, integrity, and availability of City Data and systems.

Contractor shall ensure that information regarding technical vulnerabilities is obtained in a timely manner using industry standard information channels, evaluated for its relevance and potential impact to the City's assets, and appropriate measures taken to address the associated risk. Contractor shall apply security patches using consistent processes in a timely manner. Unless otherwise expressly agreed in writing, "timely" means that Contractor shall introduce patches within 7 days of the release of the patch or a fix to remediate the vulnerability. Contractor shall monitor and record events of systems, processes and procedures for detecting vulnerabilities, security breaches, violations and suspicious activity. This includes suspicious external activity (e.g., unauthorized probes, scans or break-in attempts) and internal activity (e.g., unauthorized administrator access, changes or misuse of systems or network, or data/information mishandling).

6.3.6 Care and Custody

The Contractor accepts full responsibility for the security against loss or damage to the materials and equipment involved in the processes related to this Agreement while in their possession or the possession of any of their agents. Contractor shall reimburse the City for any loss or damage to City materials or equipment in their agents care or custody.

SECTION 7 — COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

Each NTP will specify the specific hourly rate to be charged for Contractor's personnel and manner of compensation that Contractor will receive for completion of the tasks and deliverables for each project awarded. These rates shall be consistent with the maximum hourly rates by classification and proficiency as provided in fee schedule attached to the Task Order Solicitation. No payment shall be made for any incidental expenses, including but not limited to parking, travel, food, etc.

Contractor shall transmit invoices to the City indicating labor hours completed as described in this Agreement and in the NTP letter. City shall pay the Contractor for the labor hours completed in accordance with the NTP and this Agreement, approved by City, and properly invoiced. Payments shall be due and owing no later than 60 days after completion of the City's review and approval of the work product and timesheets.

At no time, without prior duly executed Agreement amendment, shall the sum total compensation across all Contracts awarded under the City's October 21, 2022, RFQ referenced herein exceed \$13,500,000.

7.2 Invoicing

The Contractor shall invoice the City for the approved task(s) as outlined in the terms of this Agreement and as defined in the NTP letter. Invoices related to the tasks performed for this Agreement should be emailed to planning.invoices@lacity.org.

All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- a. Contractor letterhead
- b. Contractor's name
- c. Agreement number
- d. Project name

- e. Invoice number
- f. Remit To address
- g. Invoice date
- h. Dates of services performed
- i. Description of the services performed during billing period
- j. Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person
- k. Contractor's City of Los Angeles Business Tax Registration Certificate (BTRC) Number

Failure to adhere to these policies may result in non-payment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Agreement until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Agreement. Contractor shall retain records for four (4) years following final payment per this Agreement.

Contractor shall notify City within 10 days of the date on which its billing reaches 80 percent of the NTE amount specified in the NTP.

7.3 Payment

- 7.3.1 The City shall make payment to the Contractor no later than sixty (60) days after approval of invoices provided in Section 7.2. Notwithstanding the foregoing, City shall have no obligation to pay, and Contractor waives the right to seek, any late fees, late charges, penalties, or interest.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens, limits, or waives the liability of Contractor to replace unsatisfactory work, equipment, or materials, even if the unsatisfactory character of this work, equipment, or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement and/or the NTP may be rejected by City and, upon rejection, must be replaced by Contractor without delay.

7.5 Limitation of City's Obligation to Make Payments to Contractor.

Notwithstanding any other provision of this Agreement, 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 said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds

for this Agreement.

SECTION 8 — ASSIGNED PERSONNEL

8.1 Contractor Key Personnel

Contractor Key Personnel positions are considered to be essential to work performance herein. In addition to the Contractor's Project Manager, any additional Key Personnel positions shall be identified in the Scope of Work.

Contractor assignment of an employee to a position designated as Key Personnel shall be subject to prior written approval of the City. Contractor shall provide DCP with the resume and credentials in support of Contractor's recommendation of the proposed candidate. Key Personnel so identified shall not be diverted or removed from this project by the Contractor without approval of the City. If the City does not approve the candidate suggested by Contractor, Contractor shall propose a qualified alternate(s) who shall be subject to the same approval process.

Contractor shall provide a description of the location, position within the Contractor's project organizational hierarchy, and special expertise of each person identified to fill Key Personnel positions. Contractor shall make every reasonable effort to ensure that all Contractor's personnel who perform any work for DCP under this Agreement are qualified, trained professionals in their fields, and are able to perform the work to the City's satisfaction. Contractor project staff shall be available to perform under the terms and conditions of this Agreement upon execution of this Agreement, and through the end of the term of the Agreement.

8.2 Contractor's Project Manager

On or before the start date for the Project, as mutually agreed upon between DCP and Contractor, Contractor shall designate in writing and communicate to DCP, an individual as its Project Manager ("Contractor Project Manager"), who shall serve as the single authoritative point of contact for the Contractor during the course of its activities pursuant to the Agreement. The Contractor Project Manager shall be experienced in providing the services described in this Agreement and in project management. The Contractor Project Manager shall be required to be available to DCP in person or via phone within two (2) working hours.

The Contractor Project Manager shall have authority to: negotiate all Change Requests in accordance with Section 5.1, make reasonable project staff re-assignments, and make all communications to DCP and its designated Project Manager as required to maintain efficient progress on the Project. Nothing herein, however, shall be construed as precluding communication between subordinate persons for the purpose of consultation and cooperation, provided that no subordinates shall have actual or ostensible authority to authorize Change Orders, except as expressly provided in this Agreement.

8.3 Contractor's Project Staff Termination

In the event that Contractor's Project Staff are terminated either by the Contractor or the individual, with or without cause, or if individual project staff are otherwise unavailable to perform services for the Contractor, Contractor shall provide DCP written notification, to the extent allowed by law, detailing the circumstances of the unavailability of the project staff and designate replacement personnel. Written notification shall be provided to DCP prior to the date of termination or unavailability, to the maximum extent feasible, but no later than three (3) business days after the project staff termination or unavailability date. Additionally, DCP is not obligated to accept designated replacement personnel and reserves the right to issue a new TOS to all qualified companies.

8.4 Contractor's Project Staff Unavailability

The Contractor recognizes and agrees that early notification of project staff unavailability is essential to avoiding delays in completing the services established in this Agreement.

8.5 Contractor's Project Staff Removal

The City shall maintain the right to have Contractor Key Personnel or other Contractor project staff removed or replaced for performance that is detrimental to the timely and accurate completion of the work described in this Agreement or is a physical threat to project members or City property. Detrimental behavior shall include creating a hostile work environment, wasting time or other resources, working ineffectively or inefficiently, and not being available to perform assigned tasks. The City shall request in writing to the Contractor to remove and/or replace staff within ten (10) business days of the notice. If the actions constitute a serious threat to the Agreement, breach of confidentiality, or physical or intellectual harm, the Contractor staff shall be removed immediately upon notice by the City without further discussion.

If the Contractor desires to replace Key Personnel, the Contractor shall deliver to the City ten (10) business days advance written notice of the proposed replacement. In the event it becomes necessary to replace Key Personnel for reasons beyond the control of Consultant (i.e., death, illness, individual suddenly left the employ, etc.), the Contractor shall immediately notify the City telephonically, in-person or by email that a replacement will be needed and then follow that notice within ten (10) business days with a written notice of proposed replacement.

Whatever the reason for replacing project staff, the Contractor shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced. All replacements of Key Personnel shall be subject to City's review and approval as described in Section 8.1.

SECTION 9 — AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Agreement, provided, however, that any matters, including Amendment which will increase the City's total obligation hereunder will be approved as provided in the Los Angeles City Charter or the Administrative Code.

9.2 Contractor's Representative

The Contractor hereby appoints **Steve Zehngut** as its authorized representative with respect to all matters connected with this Agreement.

SECTION 10 — NOTICES

10.1 Addresses

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

City:	Department of City Planning City of Los Angeles 200 N Spring St, Rm 575 Los Angeles, CA 90012 Attn: Robertino Salgado robertino.salgado@lacity.org
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Contractor:

Zeek
18685 Main St., #101-625
Huntington Beach, CA 92648
Attn: Steve Zehngut
(310) 666-7000
steve@zeek.com

In the event that a party's designated notice recipient and/or notice address changes, that party shall notify the other party within five (5) days of such change.

10.2 Written Notices

All written notices required hereunder will be given by email and/or registered or certified mail, return receipt requested, to the recipients at the addresses listed above, and shall be deemed delivered as of the date of mailing.

SECTION 11 — MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Contractor shall comply with the Standard Provisions for City Contracts which are attached as Attachment 1 and are incorporated into and made a part of this Agreement by reference.

11.2 Border Wall Bid Disclosure

Unless otherwise exempt by the Disclosure of Border Wall Contracting Ordinance ("DBWCO"), City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.1 of the Los Angeles Administrative Code.

11.3 Publicity

Contractor shall not disclose publicly, through Contractor's internet site, newsletters, and/or a news release, the full name of the City or any additional details of the business agreement(s) between Contractor and the City without the City's prior written approval.

11.4 Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar agreements with other contractors. City may use any of the contractors with which City has agreements (and the services of any other contractors with whom City will enter into agreements) and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

11.5 No Third-Party Beneficiaries

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

11.6 Director's Decision is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Director of Planning of the Department of City Planning shall be binding to both parties.

11.7 Contractor Evaluation Program

The City may conduct evaluations of the Contractor's performance at any time during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, and the expertise of personnel that Contractor assigns to the Agreement. The City may use evaluations and any response to the evaluation from the Contractor to evaluate submissions of qualifications, bids, and proposals and to conduct reference checks when awarding personal services agreements.

11.8 Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into Portable Document Format ("PDF") (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures

11.9 Ambiguity

Contractor and City have reviewed this Agreement and had the opportunity to review this Agreement with their respective legal counsel. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Contractor.

11.10 Order of Precedence

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by the Standard Provisions for City Contracts, followed by a duly executed Notice to Proceed (as modified by any duly authorized change order(s)), followed by other attachments or exhibits in ascending numerical or chronological order.

11.11 Entire Agreement

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Agreement.

11.12 Ratification Clause

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

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

THE CITY OF LOS ANGELES,
A Municipal Corporation

ZEEK
Contractor

By: _____
Director of City Planning

By: _____
Title: _____

Date: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to form:

Attest:

HYDEE FELDSTEIN SOTO,
City Attorney

PATRICE Y. LATTIMORE,
City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate:

0003347991-0001-6

Agreement Number:

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS 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.

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

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 venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, 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. 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; and
- D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

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 in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/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 a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) 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 and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result 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-6. 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-7. 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 delivery of the notice of suspension in accordance with the Contract, **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-8. TERMINATION

A. Termination for Convenience

CITY may terminate this Contract for **CITY's** convenience at any time by providing **CONTRACTOR** notice in Writing, which shall include the effective date of termination. Upon delivery 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, provided that such amounts are approved, in Writing, by **CITY** in advance of the work being performed. 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-5, 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 immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default 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 the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **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 and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.
3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal 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 is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, 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. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

- c. 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**.
 - d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.
 - 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-8(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 (5) calendar days of the termination.

PSC-9. 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-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

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 require 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.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. 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 by operation of law or otherwise, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. 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-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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-14. 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-15. 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**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) 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 ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **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.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

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. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

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

PSC-17. 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, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. 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-18. 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 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.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. 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.

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

“City Data” means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY’s** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

“Contractor Materials” means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

“Data Breach” means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

“De-Identified Data” means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

“Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

“Security Incident” means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

“Subprocessor” means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

- A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY’s** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.
- B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a “Work Product”; collectively, “Work Products”), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY’s** ownership of rights provided herein.
- C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY’s** contractors and service providers acting on **CITY’s** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.
- D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

- E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.
- F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY**.
- G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.
- H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 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.

PSC-22. DATA PROTECTION

- A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.
- B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

- C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.
- D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.
- E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.
- F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

- G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.
- H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

- I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.
- J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.
- K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

- A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.
- B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

- C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.
- D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.
- E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. 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.

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY**.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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, including the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

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

- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. 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, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.
- D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY**, comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

CONTRACTOR understands that **CITY** is expressly relying upon these certifications and representations as a material 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-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, 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>, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **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 such effort, without prior written approval of **CITY**.

PSC-31. 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 (12) 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 (12) 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 (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. 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-33. 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-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act (“FACTA”), and the then-current Payment Card Industry Data Security Standards (“PCI DSS”). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST 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 at its own expense. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (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**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: 09/29/2022Agreement/Reference: Contract Programming RFP

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000☒ 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)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

 _____ **Pollution Liability**
☐ _____

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

100% of the contract price

 _____ **Crime Insurance** _____

Other: Sent to Anthony Kim (213) 978-1253
1) Professional Liability to include Cyber Liability and Data Breach2) In the absence of imposed automobile liability insurance requirements, all contractors using vehicles during the course of this contract must adhere to the financial/liability responsibility laws of the State of California.