

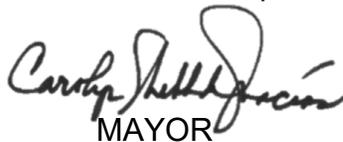
0150-12665-0000

**TRANSMITTAL**

TO The City Council	DATE 06/24/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed new contract with Ice Data Analytics, LLC for portfolio analytics services.**

Transmitted for further processing. See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

MWS:MFC:09240161

**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: 06-18-24	C.D. No. Citywide	CAO File No.: 0150-12665-0000				
Contracting Department/Bureau: Office of Finance		Contact: Philip Marr, (213) 978-1723					
Reference: Office of Finance transmittal to the Mayor's Office on May 13, 2024.							
Purpose of Contract: To provide portfolio analytics services for the City's General and Special Fund investment portfolio.							
Type of Contract: (X) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years, Beginning August 1, 2024, with an option to extend for an additional five years.					
Contract/Amendment Amount: Compensation is based on fees for access to an analytics platform and are estimated to be approximately \$175,000 annually.							
Source of funds: Fund 100, Dept 39, Account No. 003040 – Contractual Services							
Name of Contractor: Ice Data Analytics, LLC							
Address: 5660 New Northside Drive NW, 3 <sup>rd</sup> Floor, Atlanta, GA 30328							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 16.5%				14. California Iran Contracting Act of 2010			X

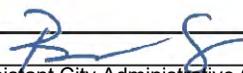
**RECOMMENDATION**

That Council, subject to approval of the Mayor, authorize the Director of the Office of Finance, or designee, to execute a contract with Ice Data Analytics, LLC, for portfolio analytics services for the City's investment portfolio, for a term of five years, from August 1, 2024 through July 31, 2029, with an option to extend for an additional five years, subject to review and approval of the City Attorney as to form.

**SUMMARY**

The Office of Finance (Finance) requests the authority to execute a contract with Ice Data Analytics, LLC (Contractor) for portfolio analytics services for the City's investment portfolio, for a term of five years, from August 1, 2024 through July 31, 2029, with an option to extend for an additional five years. Pursuant to the City Charter, Finance is responsible for the management of the City's investment portfolio, which totals approximately \$16 billion in General and Special Funds. The Contractor will provide Finance with portfolio risk analytics, investment sector analysis, and income projections, and other analytical tools through its software product, BondEdge.

These services are currently provided by FactSet Research Systems under contract C-133740, which expires on July 31, 2024. In anticipation of this expiration date, Finance released a Request for Proposals (RFP) on October 16, 2023 to solicit bids from qualified vendors for these services in

Megan Cottier			
MFC	Analyst	0150-12665-0000	Assistant City Administrative Officer

accordance with Charter Section 372. Finance received a sole proposal from the Contractor to the RFP. The Contractor's proposal received a 95.7 out of 100 based on the criteria outlined in the RFP and demonstrated qualifications to satisfactorily meet the needs of the City.

Under the terms of the proposed contract the Contractor, through BondEdge, will provide a system of robust fixed income data and analytics, and streamlined portfolio reporting capabilities. The Contractor will also conduct user training and provide client services support. Compensation for this agreement is based on fees for access to BondEdge for a total of six users and is estimated to cost \$175,000 annually (Attachment B). Funding for this purpose is provided in Finance's Contractual Services Account.

Pursuant to Charter Section 1022, on June 13, 2023 the Personnel Department determined that City employees do not have the expertise required to perform the scope of work. In accordance with the provisions of Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed contract is required, as the total term of the agreement exceeds three years.

### **FISCAL IMPACT STATEMENT**

There is no additional impact to the General Fund. Funding for this agreement is available in the Office of Finance's Contractual Services account.

### **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for this purpose.

**DIANA MANGIOGLU**  
CITY TREASURER  
DIRECTOR of FINANCE

**CITY OF LOS ANGELES**  
CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF FINANCE**  
200 N. SPRING ST.  
ROOM 220 – CITY HALL  
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.gov>

May 13, 2024

The Honorable Karen Bass, Mayor  
City of Los Angeles  
200 North Spring Street  
Room 303, City Hall

Attention: Heleen Ramirez, Legislative Coordinator

**RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A CONTRACT WITH ICE DATA ANALYTICS, LLC FOR PORTFOLIO ANALYTICS SERVICES**

Dear Heleen Ramirez:

In accordance with Mayor's Executive Direction No. 3, the Office of Finance ("Finance") requests approval to execute an agreement with ICE Data Analytics, LLC ("ICE Data") for portfolio analytics services for a period of five (5) years, with an option to extend for an additional five (5) years.

The agreement will provide the Department with the use of ICE Data's Portfolio Analytics solution, also known as BondEdge, which will provide regular reports on current and historical characteristics of the City's \$16 billion General and Special Fund investment portfolio including but not limited to daily fixed income portfolio risk analytics, yield to maturity, sector allocation, twelve-month income projection, what-if scenario analysis, and probability of default reports.

The term of the contract is for ten (10) years, beginning August 1, 2024, and ending on July 31, 2034. The fees assessed by the contract are based on monthly fees for access to the BondEdge Analytics software platform for six designated users.

**BACKGROUND**

The Office of Finance, pursuant to the City Charter, is responsible for the management of the City's investment portfolio. Finance has been utilizing portfolio analytics services with the vendor FactSet Research Systems under contract C-133740, which is set to



expire on July 31, 2024. In anticipation of the expiration date, Finance released a Request for Proposals on October 16, 2023 to solicit bids from qualified vendors for

Portfolio Analytic Services (RAMP ID 210772). Finance received a sole proposal to the RFP from ICE Data.

### **Evaluation of Proposal**

The evaluation Panel consisted of Finance staff from the Investment Division. The panel evaluated the proposal based on the evaluation criteria outlined in the RFP:

<b>Rating Criteria</b>	<b>Points</b>
Up-to-date Fixed Income analytical technology and on-going innovation.	30
Accuracy of Risk Analysis and Return Attribution versus each portfolio's respective benchmark.	30
Dedicated support staff (person), and available Technical Support group.	20
Ease of use interfacing with the platform and using reports.	10
A robust security level Default Probability tool.	10

ICE Data was the sole proposer for the above referenced services. However, the organization's proposal scored highly with a total score of 95.7 out of 100, and demonstrated qualifications to satisfactorily meet the needs of the City. Therefore, Finance recommends award of a contract to ICE Data to deliver Portfolio Analytic services to the City for a term of five (5) years plus a five (5) year extension option for a total contract term of ten (10) years.

### **CURRENT REQUEST**

Portfolio Analytic services are an essential tool to effectively manage the City's \$16 billion investment portfolio. As such, Finance requests the authority to enter into this agreement for ten (10) years. The Office of the City Attorney has reviewed the attached draft agreement.

### **FISCAL IMPACT**

There is no impact to the General Fund and budgeted funds are available for these services.

The Honorable Mayor Karen Bass

May 13, 2024

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## **RECOMMENDATION**

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

AUTHORIZE the Director of Finance to execute an agreement to contract with ICE Data Analytics, LLC for a period of ten (10) years, from August 1, 2024, to July 31, 2034, subject to final review and approval by the Office of the City Attorney as to form and legality.

If you have any questions, please contact Philip Marr, Senior Portfolio Manager, at (213) 978-1723 or by e-mail at [philip.marr@lacity.org](mailto:philip.marr@lacity.org).

Sincerely,



Diana Mangioglu  
City Treasurer / Director of Finance

Attachment: Draft Contract with ICE Data Analytics, LLC

cc: Lidia Manzanares, Office of the Mayor  
Thomas Arechiga, Office of the Mayor  
Ha To, Office of the City Administrative Officer  
Megan Cottier, Office of the City Administrative Officer  
Mario Interiano, Office of Finance  
Ricardo Estrada, Office of Finance  
Angela Berumen, Office of Finance  
Thomas Juarez, Office of Finance

**AGREEMENT NO. C-\_\_\_\_\_**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**OFFICE OF FINANCE**

**AND**

**ICE DATA ANALYTICS, LLC**

**FOR**

**PORTFOLIO ANALYTICS SOFTWARE AND SERVICES**

**AGREEMENT NO. C- \_\_\_\_\_**

**BETWEEN  
THE CITY OF LOS ANGELES  
OFFICE OF FINANCE  
AND  
ICE DATA ANALYTICS, LLC  
FOR  
PORTFOLIO ANALYTICS SOFTWARE AND SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Office of Finance (“Finance”), and Ice Data Analytics, LLC, (hereinafter referred to as “Contractor”), referred collectively herein as “Parties” or individually as “Party”, with reference to the following:

**WHEREAS**, the City is responsible for the collection of approximately \$3 billion in revenue from various sources including taxes, licenses, fees, and permits which pay for numerous essential municipal and public safety services to the City’s residents and business;

**WHEREAS**, the City actively manages the City’s multibillion investment portfolio, and as part of that management conducts investment analysis on investment grade securities to assess financial risk in the portfolio;

**WHEREAS**, the City expects its analytical provider to be highly experienced, a leader and innovator in fixed income analytics, and able to provide comprehensive investment analysis;

**WHEREAS**, the City on October 16, 2023, the City issued a Request for Proposals (“RFP”) under Charter Section 372, seeking proposal from qualified firms for Portfolio and Fixed Income Analytics Software services and subsequently found that the Contractor was the most responsive proposer; and

**WHEREAS**, the Contractor represents that it has the expertise, skills, and abilities to provide services specified under the City’s Request for Proposals.

**WHEREAS**, the Parties wish to enter into this Agreement pursuant to which the Contractor agrees, for consideration and upon the terms and conditions provided within this Agreement, to perform the above-referenced services; and

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

## 1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

### 1.1. Parties to the Agreement are:

1.1.1. City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

1.1.2. Contractor – Ice Data Analytics, LLC, having its principal office at 5660 New Northside Drive NW, 3rd Floor, Atlanta, GA 30328

### 1.2. Representatives of the Parties

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

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

Diana Mangioglu,  
City Treasurer/Director of the Office of Finance  
Los Angeles Office of Finance  
200 N. Spring St., Room 220  
Los Angeles, California 90012

With copies to:

Thomas Juarez  
Chief Investment Officer  
Office of Finance  
200 N. Spring St, Room 220, Mailstop 766  
Los Angeles, CA 90012  
Email: [Tom.juarez@lacity.org](mailto:Tom.juarez@lacity.org)

#### 1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

[NAME]  
[Firm NAME]  
[Address line 1]  
[City, State, Zip Code]  
[email address]

- 1.3. Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- 1.4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (15) business days of such change.

## **2. TERM OF THE AGREEMENT**

The initial term of this Agreement shall be for five (5) years commencing on the effective date hereof, with an option to extend the term for an additional five (5) years upon mutual agreement by both Parties.

### **2.1. Ratification Clause**

To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement prior to the Effective Date of this Agreement, those services are hereby ratified.

### **2.2. Effective Date**

The Effective Date of this Agreement shall be the date upon which the last of the following events should occur:

1. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
2. This Agreement has been approved by the Director of the Office of Finance;
3. The Office of the City Attorney has indicated the approval as to form of this Agreement; and
4. This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Agreement.

## **3. SERVICES TO BE PROVIDED BY THE CONTRACTOR**

Contractor shall provide the following services.

### **3.1. Contractor Software Data and Analytics**

Contractor, through its software product BondEdge (hereinafter "BondEdge") shall provide a system with robust fixed income data and analytics, and streamlined security and portfolio reporting capabilities. The system shall include static and dynamic measures, including option-adjusted yields, spreads and durations.

### 3.1.1 System use cases shall include:

- Portfolio Management
- Benchmark Analysis
- Performance Attribution
- Cash Flow Analysis
- What-If Analysis
- Scenario Analysis
- Risk Management
- Custom Reporting

### 3.1.2 Specific tools and analytics shall include:

- Yield
- Sector allocation
- Portfolio effective duration
- Key rate duration
- What-if trade simulation and scenario analysis and trade blotter output
- Twelve month projected cash-flow data
- Rating Agency reporting
- Top Corporate mismatches
- Merton Model-driven probability of default reports
- Effective duration and option adjusted spread (OAS) contribution by sector
- Performance and return attribution
- Intra-month performance attribution vis-a-vis ICE BofA Indices
- Benchmark comparative analysis and reporting across various risk and return characteristics

### 3.1.3 Stress Testing and Scenario Tools shall include:

- Parallel/non-parallel interest rate shifts
- Credit spread shifts for sectors/industries/issuers/ underlying collateral/ tranche types
- Flexible report creation at security/portfolio level
- Comparison to liability benchmarks
- Scenario Analysis based upon shifts to government or swap curve and credit spreads

- “WHAT-IF” analytics for pre-trade portfolio analysis
- Measure the effects of trading on both a market value basis and book value basis
- Before/after portfolio risk characteristics and distribution analysis

### 3.2. Reports, User Access , and Historical Data

Contractor shall provide a system that can produce monthly and daily reporting of positions and portfolio risk characteristics that may be generated overnight and saved into a local shared drives. The system shall have the capability for at least six (6) users to generate reports on a daily basis for portfolio/trade/individual security analysis, with flexibility in creating custom reporting of risk characteristics. The City generates performance attribution monthly (ideally on the first business day of the month). This solution is shall be stand alone, but having the capability to be integrated with other systems for possible future use. Historical data storage shall be available for up to five (5) years.

### 3.3. Product Implementation and Ongoing Customer Support

Contractor shall evaluate the City’s workflow to identify best practices in using our analytic platform, both in direct user processes (e.g. Analysts or Portfolio Managers) and with respect to technical/data processes (e.g. data uploading).

Contractor shall conduct a user training that will be an on-site and/or a virtual session to cover usage of the product and provide understanding relevant analytic methodologies and practical applications.

Contractor shall assign an Account/Project Manager to ensure follow-through toward achieving desired outcomes.

Contractor shall assign their Client Services team to will assist the City in setting up its connection to Contractor’s sFTP site. Deliverables from both the Client Services team and the City will be pulled and pushed using the sFTP site. (The Client Services team will provide the City with sFTP credentials).

Contractor Client Services Team shall help to coordinate the workflow for the City. Workflow tasks include:

- Client source file review
- Timing of client source file
- BondEdge workflow estimate
- Translating client input file
- Review reporting requirements
- Review modeling requirements

- Schedule new or additional BondEdge training (if needed)

Contractor shall make available a 24/6 client support team that can be reached via phone or e-mail for immediate answers and support.

#### **4. COMPENSATION AND PAYMENT**

##### **4.1. Compensation**

4.1.1. For and in consideration of the satisfactory performance of the professional services provided under Section 3 herein, the City shall compensate the Contractor per the BondEdge Schedule of Services incorporated herein as Attachment B.

##### **4.2. Method of Payment**

Subject to Section 5.1 and this section, the City shall pay the Contractor within thirty (30) calendar days of receipt and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company
- Date of Invoice
- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Office of Finance, Administrative Services Division 200 North Spring St.  
2nd Floor, Room 201, Mailstop 750  
Los Angeles, CA 90012  
Email: [finance.admin@lacity.org](mailto:finance.admin@lacity.org)

With carbon copies to:

Philip Marr  
Portfolio Manager II  
Office of Finance,

200 N. Spring St, Mail Stop: 750  
Los Angeles, CA 90012  
Email: [Philip.marr@lacity.org](mailto:Philip.marr@lacity.org)

#### 4.3. Review and Acceptance of Deliverables

- 4.3.1. Payment to the Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).
- 4.3.2. The Contractor shall deliver products and invoices to the City upon completion of tasks as described in this Agreement. The City shall pay the Contractor for the approved product and in the amount specified herein.
- 4.3.3. At or before the conclusion of the review period, the City will submit a written, dated notification to the Contractor of the City's acceptance or rejection of the work delivered by the Contractor, based on standards stipulated herein, and if the work is rejected, listing the cause of rejection and required corrections.

### 5. FUNDING CONTINGENCY

Notwithstanding anything to the contrary, City obligations under this Agreement are payable only from funds specifically appropriated by the City Council and City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year.

In the event the City is not able to secure funds, or funds are not appropriated by the City Council for this Agreement, the Contractor agrees to release the City from further obligation or liability under this Agreement.

### 6. GOVERNING LAW AND VENUE

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

### 7. NON-EXCLUSIVE

The City and Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

## 8. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## 9. NO THIRD-PARTY BENEFICIARIES

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

## 10. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Attachment C, subject to the amendments provided herein:

### 10.1. PSC-9 Termination

Section PSC-9, subsection B.6 reading as “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.” is deleted in its entirety.

### 10.2. PSC-14 Claims for Labor and Materials

Section PSC-14 of the Standard Provisions titled “Claims for Labor and Materials” is deleted in its entirety.

### 10.3. PSC-16 Retention of Records, Audit and Reports

Section PSC-16 of the Standard Provisions titled “Retention of Records, Audit and Reports” is deleted in its entirety.

### 10.4. PSC-24 Best Terms

Section PSC-24 of the Standard Provisions titled “Best Terms” is deleted in its entirety.

### 10.5. PSC-34 First Source Hiring Ordinance

Section PSC-34 of the Standard Provisions titled “First Source Hiring

Ordinance” is deleted in its entirety.

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

Section PSC-40 of the Standard Provisions titled “Compliance with Identity Theft Laws and Payment Card Data Security Standards” is deleted in its entirety.

10.7. PSC-44 COVID-19

Section PSC-44 of the Standard Provisions titled “COVID-19” is deleted in its entirety.

10.8. PSC-45 Contractor Data Reporting

Section PSC-45 of the Standard Provisions titled “Contractor Data Reporting” is deleted in its entirety.

## **11. MUNICIPAL LOBBYING ORDINANCE**

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

## **12. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, ‘Disclosure of Border Wall Contracting.’ The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on [www.rampla.org](http://www.rampla.org).

## **13. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance,

financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

#### **14. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

#### **15. ENTIRE AGREEMENT**

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete, and entire Agreement between the Parties and supersedes all prior discussions between the Parties, oral or written. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the duly authorized representatives of each Party.

#### **16. ORDER OF PRECEDENCE**

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and schedules, the order of precedence will be as follows:

1. This Agreement between the City and Contractor
2. Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
3. Attachment B – BondEdge Schedule of Services
4. Attachment C – ICE Data Online Master Services Agreement and General Terms and Conditions

**[Intentionally left blank. Signature page follows]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**The City of Los Angeles**

**[FIRM NAME.]**

By:   
\_\_\_\_\_  
Diana Mangioglu  
City Treasurer/Director of Finance

By\*: \_\_\_\_\_  
[Name]  
[Title]

Date: 5/13/24  
\_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney**

By\*\*: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
Charles Hong  
Assistant City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:  
HOLLY L. WOLCOTT, City Clerk**

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Agreement Number: \_\_\_\_\_

Council File Number: \_\_\_\_\_

NOTE: IF Contractor is a corporation, two signatures are required.  
\*The signature of President, Chairman of the Board, Or Vice President is required here; and  
\*\*an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

# **ATTACHMENT A**

## **Standard Provisions for City Contracts (Rev. 9/22) [v.1]**

## **ATTACHMENT B**

### **BondEdge Schedule of Services**

## **ATTACHMENT C**

### **ICE Data Online Master Services Agreement and General Terms and Conditions**