

0150-12825-0000

TRANSMITTAL

| | | |
|------------------------|--------------------|------------------|
| TO The City Council | DATE 10/31/2024 | COUNCIL FILE NO. |
| FROM The Mayor | | COUNCIL DISTRICT |

First Amendment to the Professional Services Agreement C-140219 with Odesus, Inc. to provide an electronic claims management system.

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



MAYOR

(Carolyn Webb de Macias for)

MWS:KS:11250031t

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

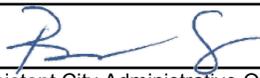
| | | | | | | | |
|--|-------------------|---|----------------------------------|--|-----|----|-----|
| To: The Mayor | Date: 10/15/24 | C.D. No. All | CAO File No.: 0150-12825-0000 | | | | |
| Contracting Department/Bureau: Personnel Department | | Contact: Michael Daco (213) 473-9195 | | | | | |
| Reference: Personnel Department transmittal dated September 26, 2024 | | | | | | | |
| Purpose of Contract: To assist Personnel Department with the implementation of a Workers' Compensation claims management system and provide general system production support. | | | | | | | |
| Type of Contract: () New contract (X) Amendment, C-140219 | | Contract Term Dates: Current: April 26, 2022 – December 31, 2024 Proposed: April 26, 2022 – December 31, 2026 | | | | | |
| Contract/Amendment Amount: \$1,600,000 | | | | | | | |
| Proposed amount \$400,000 + Prior award(s) \$1,200,000 = Total \$1,600,000 | | | | | | | |
| Source of funds: General Fund | | | | | | | |
| Name of Contractor: Odesus, Inc. | | | | | | | |
| Address: 12121 Wilshire Blvd, Suite 810, Los Angeles, 90025 | | | | | | | |
| | 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: 75% | | | | 14. CA Iran Contracting Act of 2010 | X | | |

RECOMMENDATION

That the Council approve, and authorize the General Manager of the Personnel Department to execute, the First Amendment to the Professional Services Agreement C-140219 with Odesus, Inc. to (i) increase the expenditure authority by \$400,000 resulting in not to exceed compensation of \$1,600,000, (ii) extend the term by two years for a revised term effective April 26, 2022 through December 31, 2026, and (iii) update the City's standard contracting provisions to include the "Standard Provisions for City Contracts (Rev.6/24)[v.1]," subject to approval as to form by the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Personnel Department (Department) requests approval to execute the proposed First Amendment to the Professional Services Agreement C-140219 (Agreement) with Odesus, Inc. (Contractor) to provide technical support for the Workers' Compensation Division with their Claims Management System (Services). Approval of the proposed Agreement will increase the expenditure authority by \$400,000 resulting in a not to exceed compensation amount of \$1,600,000 and extend the current 32-month term by two years for a revised term effective April 26, 2022 through December 31, 2026.

| | | | |
|-----------------|---------|----------|---|
| Kimberly Squire | | |  |
| KS | Analyst | 11250031 | Assistant City Administrative Officer |

The proposed Agreement extends the term of service for two additional years in order to complete the implementation of the Claims Management System and provide related information technology support. The Contractor's personnel are paid on an hourly rate basis for work performed based on the fee schedule included as Attachment D to the original Agreement. The Department has an ongoing need for these Services which is anticipated to result in additional costs exceeding the current expenditure authority. The proposed Agreement provides an additional \$400,000 of expenditure authority to support the additional costs.

The Information Technology Agency (ITA) originally selected the Contractor to provide Citywide IT support through a competitive Request for Proposals process conducted in 2019 (C.F. 19-1521, C-134759). ITA holds master contracts with IT vendors, including the Contractor, that can be used by all City departments for short-term IT support needs. The Department was initially using ITA's contract for these Services, but ITA requested that the Department develop its own contract as continued expenditure by the Department on ITA's contract reduces the available expenditure authority for other City departments. The Department also has an additional contract with the Contractor (C-143691) to provide information technology services supporting the Microsoft Dynamics-based Customer Relationship Management system for Police Officer and Firefighter candidate processing. However, the Department had requested to execute a separate contract for the Services as the Contractor deploys personnel with specific skills and experience to perform the differing services required by each system.

In accordance with Charter Section 1022, this office determined that it was more feasible to contract for these services due to insufficient City staffing and the limited scope of the project. In accordance with Los Angeles Administrative Code (LAAC) Section 10.5(a), City Council approval of the Agreement is required because the cumulative term exceeds three years and expenditures under the Agreement will exceed the LAAC Section 10.5(b)2 contract exemption limit of \$193,901.

FISCAL IMPACT STATEMENT

Funding is available in the 2024-25 Adopted Budget within the Human Resources Benefits' Contractual Services Account.

FINANCIAL POLICIES STATEMENT

As budgeted funds are available to support the proposed Agreement and expenditures, and future year expenditures are limited to the appropriation of funds, the recommendation of this report complies with the City's Financial Policies.

ED-3 Review Department Summary Sheet

Department has confirmed that submission requires [ED-3](#) review? Yes

| | | | | | | | |
|--|---|--|--|---|-----|----|-----|
| Date: 9/26/24 | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Resubmission | | | RAMP ID No. | | | |
| Contracting Department: Personnel | | Contact Person: Michael Daco | | Contact Information: (213) 473-9195 | | | |
| Deputy Mayor: Matt Hale | | C.D. No(s): 14 | | CAO Budget Analyst: Kimberly Squire | | | |
| Rush: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, answer a-b below.) | | | Contract Must be Executed by: 12/31/24 | | | | |
| If a rush request, please provide the following justification: a) Explain the importance of the proposed service b) Explain why this request was not submitted earlier. | | | | | | | |
| Contractor has approved the attached draft contract: <input checked="" type="checkbox"/> Yes, and work will not commence until contract approval. <input type="checkbox"/> Yes, and work (has/may have) already commenced. Provide an estimated value of the services rendered at mayoral review submission date. <input type="checkbox"/> No (If no, DO NOT submit for review.) | | | | | | | |
| City Attorney has approved the attached draft contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, DO NOT submit for review.) | | | | | | | |
| Contractor(s) has/have complied with all the contract compliance documentation listed below: <input checked="" type="checkbox"/> Yes If yes, please submit e-copies of documentation. <input type="checkbox"/> No (If no, DO NOT submit for review.) | | | | | | | |
| | Yes | No | N/A | | Yes | No | N/A |
| Council has approved the purpose | X | | | Contractor Responsibility Ordinance | X | | |
| Charter Section 1022 findings completed | X | | | Disclosure Ordinances | X | | |
| Standard Provisions for City Contracts included | X | | | Bidder Certification CEC Form 50 | X | | |
| Business Inclusion Program | | X | | Prohibited Contributors (Bidders) CEC Form 55 | X | | |
| Equal Benefits & First Source Hiring Ordinances | X | | | California Iran Contracting Act of 2010 | X | | |
| Workforce that resides in the City: 0 % | | | | | | | |
| Contractor Names(s) and Address(es): Odesus Inc. 12121 Wilshire Blvd, Suite 810, Los Angeles, CA 90025 | | | | | | | |
| Subcontractor Name(s) and Address(es): n/a | | | | | | | |
| Contract Summary: The purpose of the Contractor's work under this Agreement is to assist the City with the implementation of a claims management system and features, coordinate software release upgrades, provide general system production support, and other projects as requested by the City. | | | | | | | |
| Is this a new contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Indicate procurement method for the contract: Other If sole sourced, specify Charter or LAAC authority: | | | | | |
| Is Board approval needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, provide board approval date(s)) | | | | | | | |
| Is Council approval required? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | | | | | | | |
| Contract No(s): C-140219 | | | | Council File No(s): | | | |
| | Current | Cumulative | Notes | | | | |
| Amended and Restated No. | | | | | | | |
| Addendum/ Supplemental No. | | | | | | | |
| Change Order No. | | | | | | | |
| Amendment No. | 1 | 1 | | | | | |

| | |
|--|---|
| Term of Contract: Original (Including options to renew) April 26, 2022 – December 31, 2024 Approved amendments (To date) Proposed amendment (If any) January 1, 2025 – December 31, 2026 | Contract Amounts: \$ 1,200,000 Base contract term amount including all options to renew \$ 0 Approved amendments (To date) \$ 400,000 Proposed amendment (If any) \$ 1,600,000 Total new contract amount |
|--|---|

Is this project fully funded? Yes (If yes, answer (a-c) below.) No (If no, answer (a-d) below.)

a) Identify source(s) of funding and amount available in each source of funding.
Funding for this Agreement is provided in the Human Resources Benefits Budget, Fund No. 100, Contractual Services Account No. 003040, with no additional impact on the General Fund.

b) How much has been expended and/or paid to date? \$ 576,629

c) How much is currently encumbered? \$ 296,371

d) If there is insufficient funding, please explain why (1) the contract ceiling exceeds funding availability, and (2) how the funding shortfall will be addressed.

Was the contract awarded away from the lowest bidder or highest ranking proposer because of the Local Business Preference Program? No Yes (If yes, provide the following summary.)

| Rank | Bidder/ Proposer Name | Bid Amount or Proposal Rating Prior to LBPP | LBPP % Applied | Revised Rank |
|------|-----------------------|---|----------------|--------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Indicate additional cost to the City to award away from the lowest bidder.

Additional Notes:

for **General Manager Signature** 

**FIRST AMMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT NUMBER C-140219
BETWEEN THE CITY OF LOS ANGELES AND
ODESUS, INC.
FOR INFORMATION TECHNOLOGY SERVICES**

This FIRST AMMENDMENT to the Professional Services Agreement Number C-140219 is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Personnel Department (“Department”) and Odesus, Inc., a California corporation (“Contractor”), with reference to the following:

RECITALS

1. City, acting by and through the Los Angeles Information Technology Agency (“ITA”), issued a Request for Proposals (“RFP”) on August 22, 2018, seeking contractors to provide information technology support services;
2. Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134759 (“ITA Agreement”) between City and Contractor was executed on December 24, 2019;
3. Personnel Department has a need for services within the scope of the ITA Agreement;
4. Effective April 26, 2022, City and Contractor entered into Professional Services Agreement Number C-140219 (“Original Contract”), wherein Contractor agreed to provide information technology services necessary to assist City with the implementation of a claims management system and features, coordinate software release upgrades, provide general system production support, and complete other projects as requested by City;
5. The Original Contract is scheduled to expire on December 31, 2024 and City has a continuing need for Contractor’s services to complete the implementation and provide related information technology support;
6. At its meeting on [DATE], (CF# 24-XXXX) the Los Angeles City Council authorized the Personnel Department General Manager or designee to enter into this First Amendment to the Original Contract;
7. City and Contractor now wish to enter into this First Amendment to the Original Contract to: (i) update City's Standard Provisions for City Contracts to adhere to new City contracting requirements, (ii) extend the Contract for two additional years through December 31, 2026, (iii) increase the maximum payable to Contractor by \$400,000 from \$1,200,000 to \$1,600,000, and (iv) make certain

other changes deemed necessary by the Parties, under the same terms and conditions as are contained in the Original Contract, except as otherwise provided herein; and

NOW, THEREFORE, in consideration of the promises, covenants, representations, and agreements set forth herein, the City and Contractor (each a “Party” and collectively, the Parties) hereby covenant, represent, and agree as follows:

1. Replace Attachment A in the list of “Attachments” under the Table of Contents with the following:

Attachment A – **Standard Provisions for City Contracts (Rev. 6/24) [v.1]**

2. Replace Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1] with the following:

Attachment A – **Standard Provisions for City Contracts (Rev. 6/24) [v.1]**

3. Replace Article B, Section 2. Time of Performance with the following:

Time of Performance. The term of this Agreement will commence on April 26, 2022 and end on December 31, 2026, or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein and availability of City budgeted funds.

4. Replace Article D, Section 1. Payment Terms and Deliverables with the following:

Payment Terms and Deliverables. City’s total obligation under this Agreement shall not exceed \$1,600,000 for the term of this Agreement for complete and satisfactory performance of the terms of this Agreement. Contractor shall invoice City at the rates set forth in **Attachment D, Fee Schedule**, which is attached hereto and incorporated herein by reference.

5. Replace Article F, Section 1. Standard Provisions for City Contracts with the following:

Standard Provisions for City Contracts. Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 6/24) [v.1]**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.

6. Replace Article G, Section 1. Insurance with the following:

Insurance. Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment A, Standard Provisions for City Contracts (Rev. 6/24) [v.1]**. The insurance must name City as 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 30 days' prior written notice by the respective insurer to City.

7. Replace Article G, Section 10. Order of Precedence with the following:

Order of Precedence. In the event of any inconsistency between the provisions in the body of this First Amendment and the attachments hereto, the inconsistency will be resolved by giving precedence to the documents in the following order:

- A. The provisions in the body of this First Amendment;
- B. The provisions in the body of the Original Contract;
- C. **Standard Provisions for City Contracts (Rev. 6/24) [v.1]**;
- D. Any other exhibits or attachments to the Original Contract in the order in which they are attached.

8. Except as specified herein in this First Amendment, all terms of the Original Contract and attachments thereto remain in full force and effect.

This First Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

SIGNATURE PAGE

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

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

ODESUS, INC. *

**Approved Signature Methods:*

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign

By: _____
GRAYCE LIU
Acting General Manager
Personnel Department

By: _____
ROBERT MICHAELS
President and CEO

By: _____
MONTANA ISLAS
Director of Operations and
Administration

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number: **0000684110-0001-3**
Internal Revenue Service Taxpayer Identification Number: **95-4864544**
Said Agreement is Number **C-140219** of City Contracts

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 Construction of Provisions and Titles Herein..... 1

PSC-2 Applicable Law, Interpretation and Enforcement..... 1

PSC-3 Time of Effectiveness..... 1

PSC-4 Integrated Contract 2

PSC-5 Amendment..... 2

PSC-6 Excusable Delays..... 2

PSC-7 Waiver..... 2

PSC-8 Suspension 3

PSC-9 Termination 3

PSC-10 Independent Contractor 5

PSC-11 Contractor’s Personnel..... 5

PSC-12 Assignment and Delegation 6

PSC-13 Permits..... 6

PSC-14 Claims for Labor and Materials 6

PSC-15 Current Los Angeles City Business Tax Registration Certificate Required 6

PSC-16 Retention of Records, Audit and Reports..... 6

PSC-17 Bonds..... 7

PSC-18 Indemnification 7

PSC-19 Intellectual Property Indemnification 7

PSC-20 Intellectual Property Warranty..... 8

PSC-21 Ownership and License..... 8

PSC-22 Data Protection 9

TABLE OF CONTENTS (Continued)

| | | |
|--------|--|----|
| PSC-23 | <u>Insurance</u> | 9 |
| PSC-24 | <u>Best Terms</u> | 9 |
| PSC-25 | <u>Warranty and Responsibility of Contractor</u> | 10 |
| PSC-26 | <u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> | 10 |
| PSC-27 | <u>Child Support Assignment Orders</u> | 10 |
| PSC-28 | <u>Living Wage Ordinance</u> | 11 |
| PSC-29 | <u>Service Contractor Worker Retention Ordinance</u> | 11 |
| PSC-30 | <u>Access and Accommodations</u> | 11 |
| PSC-31 | <u>Contractor Responsibility Ordinance</u> | 12 |
| PSC-32 | <u>Business Inclusion Program</u> | 12 |
| PSC-33 | <u>Slavery Disclosure Ordinance</u> | 12 |
| PSC-34 | <u>First Source Hiring Ordinance</u> | 12 |
| PSC-35 | <u>Local Business Preference Ordinance</u> | 12 |
| PSC-36 | <u>Iran Contracting Act</u> | 12 |
| PSC-37 | <u>Restrictions on Campaign Contributions in City Elections</u> | 12 |
| PSC-38 | <u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> | 13 |
| PSC-39 | <u>Limitation of City's Obligation to Make Payment to Contractor</u> | 13 |
| PSC-40 | <u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> | 14 |
| PSC-41 | <u>Compliance with California Public Resources Code Section 5164</u> | 14 |
| PSC-42 | <u>Possessory Interests Tax</u> | 14 |
| PSC-43 | <u>Confidentiality</u> | 15 |
| PSC-44 | <u>Contractor Data Reporting</u> | 15 |

Exhibit 1 Insurance Contractual Requirements..... **16**

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Odesus, Inc.

Date: 06/21/2018

Agreement/Reference: RFP for Citywide Contract Information Technology (IT) Professionals

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 | <i>Statutory</i> |
| | EL | \$1,000,000 |

Waiver of Subrogation in favor of City
 Longshore & Harbor Workers
 Jones Act

General Liability \$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) \$1,000,000

Professional Liability (Errors and Omissions) \$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

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

| | |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood | <input type="checkbox"/> Builder's Risk |
| <input type="checkbox"/> Earthquake | <input type="checkbox"/> |

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: Sent to Leizi Soliman @ ITA

1) Cyber Liability Insurance is required with minimum limits of \$1 million
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California