

0150-12424-0000

TRANSMITTALTO
The City CouncilDATE
08/03/2023

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
ALL**Personal Services Agreement with T-Mobile USA, Inc. for services in support of the Mobile Worker Program**

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



MAYOR
(Chris Thompson for)

MWS:ADP:11230143c

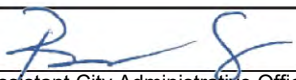
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-14-23	C.D. No. All	CAO File No.: 0150-12424-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara 213-978-3346	
Reference: Transmittal from ITA dated December 16, 2022			
Purpose of Contract: Services in support of the Mobile Worker Program			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Upon date of execution through May 18, 2027	
Contract/Amendment Amount: \$0			
Proposed amount \$0 + Prior award(s) \$0 = Total \$0			
Source of funds:			
Name of Contractor: T-Mobile USA, Inc.			
Address: 12920 SE 38 th Street, Bellevue, Washington 98006			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested			X
5. Risk Management review completed		X	
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0.54%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010		X	

RECOMMENDATIONS

That the City Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute the following agreements, subject to the approval of the City Attorney as to form:

- 1) A Personal Services Agreement (Agreement) with T-Mobile USA, Inc. (T-Mobile) for a term effective upon the date of execution through May 18, 2027 to provide enhanced product and service purchase terms as well as access to City buildings and leased facilities for signal augmentation at City sites, subject to T-Mobile's submission of proof of insurance consistent with the requirements of the City's Risk Manager; and,
- 2) Amendment(s) to the Agreement with T-Mobile for the sole purposes of a) extending the term to co-terminate with the Department of General Services (GSD) Contract No. ARC 40 230000000002 with T-Mobile if the GSD Contract is extended and/or b) updating the City's standard contracting provisions.

Austin Patrick		
ADP	Analyst	Assistant City Administrative Officer

SUMMARY

The Information Technology Agency (ITA) requests approval to execute a Personal Services Agreement (Agreement) with T-Mobile USA, Inc. (T-Mobile) to provide services in support of the Mobile Worker Program. The term of the proposed Agreement is from the date of execution through May 18, 2027. The Agreement has no compensation amount, and no funding will be expended through this Agreement. Services to be provided by T-Mobile through the proposed Agreement include providing discounted wireless mobile device purchases and working with City staff to determine and implement appropriate solutions, including signal augmentation, to provide network coverage for City sites.

The Mobile Worker Program was initiated in 2017-18 to replace the City's 30,000 traditional landline desk phones with cellular smartphones and Voice over Internet Protocol (VoIP) desk phones. T-Mobile was selected by ITA in 2017 as the provider for the cellular smartphones component of the Mobile Worker Program via a competitive process that solicited proposals from the City's four existing mobile phone providers. T-Mobile's proposal was selected both due to competitive pricing for devices and monthly service charges, but also because the Contractor agreed to provide engineering analysis and pay for in-building signal augmentation, where necessary, to provide excellent coverage at City facilities. The mobile device purchases and monthly services are purchased by ITA and other City departments through the General Services Department's (GSD) commodity contract with T-Mobile (ARC 40 2300000000002; GSD Contract), which was executed in accordance with a federal General Services Administration (GSA) contract. As GSD cannot include contract terms beyond those in the GSA contract, a separate Agreement must be executed in order to document T-Mobile's enhanced product and service purchase terms that exceed the GSA and GSD contract, and include the terms for the Contractor's access to City buildings and leased facilities to provide signal augmentation services. These enhanced services were previously provided by T-Mobile through City Contract No. C-133406, which was effective July 1, 2019 through June 30, 2022; the proposed Agreement will continue this effort.

The Contractor has complied with all applicable City contracting requirements with the exception of submission of insurance documentation that provides general and professional liability coverage consistent with the requirements of the City's Risk Manager. It is recommended that ITA be required to ensure this documentation is submitted prior to execution of the Agreement. A Charter Section 1022 determination was not required for the Agreement as T-Mobile owns and controls its existing physical infrastructure with labor on the infrastructure considered incidental.

In addition to approval of the Agreement with a term ending May 18, 2027, ITA is also requesting authority to execute amendment(s) to the Agreement to extend the term. This authority would allow ITA to extend the Agreement to co-terminate with the GSD Contract, in the event the GSA and GSD contracts are extended to a date beyond May 18, 2027. It is also recommended that authority be given to ITA to amend the Agreement to revise the City's standard contracting provisions if these provisions are updated by the City Attorney.

The proposed Agreement has zero compensation, and no funding will be expended through this Agreement. All T-Mobile device and line of service charges will be paid through the GSD Contract. City expenditures on the GSD Contract are estimated to not exceed \$1.1 million annually.

FISCAL IMPACT STATEMENT

The proposed Agreement with T-Mobile has no contract compensation, and no funds will expended as a result of the execution of this Agreement. Therefore there is no impact to the General Fund associated with approval of the recommendations of this report.

FINANCIAL POLICIES STATEMENT

The recommendations of this report are in compliance with the City's Financial Policies.

MWS:ADP:11230143c

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

JOYCE J. EDSON
EXECUTIVE OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ASSISTANT GENERAL MANAGER

TITA ZARA
ASSISTANT GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.org

December 16, 2022

REF: EXE-392-22

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL PERSONAL SERVICES AGREEMENT WITH T-MOBILE USA, INC., FOR SERVICES IN SUPPORT OF THE MOBILE WORKER PROGRAM**

Dear Mayor Bass:

Attached for your review and approval is the proposed agreement with T-Mobile USA, Inc. (T-Mobile) for services and enhanced purchase offerings in support of the Mobile Worker Program. This five-year agreement supplements a Department of General Services (GSD) Contract with T-Mobile for wireless mobile devices and services by providing T-Mobile access to City facilities in order to support the services. This is a \$0 value contract, as all purchases will continue to be made from the General Services Contract.

Background

The Mobile Worker Program was piloted during FY 2017-2018 to replace the City's 30,000 traditional landline (POTS) desk phones with cellular smartphones and Voice over Internet Protocol desk phones. On April 10, 2018, Council approved ITA's recommendations to proceed with implementation of the pilot program to other City departments at City Hall East, Piper Tech, Marvin Braude, and other facilities. (CF 18-0143)

As the entity tasked with providing telecommunications to City departments per the Administrative Code, the Information Technology Agency (ITA) worked with GSD to obtain pricing proposals from each of the four mobile service providers that the City has contracts with. ITA analyzed the responses and determined that T-Mobile's was the most advantageous for the City. Not only did T-Mobile offer competitive pricing for devices and

services, but it also uniquely agreed to provide engineering analysis and pay for in-building signal augmentation where necessary to provide excellent coverage, as well as assist with phone distribution and training.

As noted, a critical component of T-Mobile's supplemental offering has been to provide signal augmentation where required at no cost to the City. To determine the appropriate equipment to install, T-Mobile undertakes an extensive engineering review with multiple site visits and thorough signal testing. While many sites require no augmentation to provide excellent coverage, some require some level of signal enhancement, ranging from cell spots to in-building antenna installation.

All site visits and equipment installation is performed by T-Mobile engineers, accompanied by ITA staff and in coordination with GSD facilities managers. The vendor has made a substantial investment in this infrastructure. As the project proceeds, it is in the interest of the City to allow the vendor the right to access installed equipment inside City facilities to maintain and monitor it as necessary. This ensures that City workers using T-Mobile service will continue to have excellent reception.

Mobile device purchases and monthly services are purchased through GSD's commodity contract with T-Mobile, which piggybacks on and runs co-terminus with a federal General Services Administration (GSA) contract. Because GSD cannot include contract terms beyond those that are included in the GSA contract, ITA worked with the City Attorney to negotiate a separate Memorandum of Intent (MOI) with T-Mobile to memorialize the enhanced offering that T-Mobile provided to the City. The MOI was executed on June 25, 2019.

However, the City Attorney and General Services, as the City's facility manager, recommended that ITA enter into a Service Contract with T-Mobile to document the enhanced product and service purchase terms and include the terms for the vendor's access to City buildings and leased facilities. ITA worked with the City Attorney to draft a zero-cost, three-year Service Agreement that conveyed to T-Mobile the access necessary to support the implementation and operation of the Mobile Worker Project, provided that the City continued to use the service. The CAO's Risk Manager and the City Attorney approved T-Mobile's requested changes to the Standard Provisions, and on July 1, 2019, ITA executed Contract C-133406, which expired on June 30, 2022.

ITA now wishes, and T-Mobile has agreed, to continue these services under the same terms and conditions through a new contract that would co-terminate on May 18, 2027, with GSD's recently executed commodity contract with the vendor, #ARC 40 2300000000002.

The Contractor's compliance documentation status is as follows:

The Personnel Department does not require a Charter Section 1022 report as utility providers own and control their existing physical infrastructure and any labor is incidental.

The Equal Benefits Ordinance/First Source Hiring Ordinance and the Disclosure Ordinance affidavits have been uploaded to RAMPLA.org and were verified by the Bureau of Contract Administration on May 19, 2022.

The Bidder Certification CEC Form 50 and the Ethics CEC Form 55 were completed by the Contractor; the CEC 55 was filed with the Ethics Commission on October 4, 2022.

The Contractor Responsibility Questionnaire was filed on October 4, 2022, and verified by the Bureau of Contract administration on October 7, 2022.

The ACORD certificate meets the Risk Manager's minimum insurance requirement for General and Workers' Compensation. (CA # 3052774 expires May 1, 2023). The vendor is working to update its Professional Liability coverage at this time and will have it in place before the contract is executed.

The headquarters address and workforce information is as follows:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006

% of Workforce Residing in the City: .54%

The vendor possesses a valid Business Tax Registration Certificate.

The City Attorney has reviewed and approved the contract as to form.

Fiscal Impact

This contract has no fiscal impact as no purchases will be made under this contract authority.

Recommendation

That Council, subject to the Mayor's approval, authorize the General Manager of the Information Technology Agency, or his designee, to execute the contract with T-Mobile USA, Inc., and to extend the term in the event the General Services purchasing contract is extended and pricing does not increase.

December 16, 2022

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Please contact Tita Zara, Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,



Ted M. Ross
General Manager

Attachment

cc: Tita Zara, ITA
Bhavin Patel, ITA
Dan Tinajero, ITA
Maria Ramos, ITA
Maggie McNally, ITA

CONTRACT

between

CITY OF LOS ANGELES

and

T-MOBILE USA, INC.

THIS CONTRACT ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through its Information Technology Agency ("ITA"), and T-Mobile USA, Inc., a Delaware corporation, (hereinafter referred to as "Contractor" or "T-Mobile"), regarding ITA's Mobile Worker Project. The City and Contractor may each be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City has designated its ITA as the agency responsible for providing telecommunication services to all Council-controlled City departments; and

WHEREAS, ITA is undertaking a "Mobile Worker Project," which aims to replace aging PBX-based desk telephones with wireless phones and services; and

WHEREAS, the City, through its General Services Department ("GSD"), has existing contracts with various telecommunications companies for the provision of wireless mobile equipment and services for the City; and

WHEREAS, Contractor has an existing contract with the City through GSD, which is Contract #ARC 40 230000000002, under which ITA purchases T-Mobile wireless mobile devices and services for use throughout the City (the "City Contract"); and

WHEREAS, ITA solicited offers of collaboration on the Mobile Worker Project from telecommunications providers with existing contracts with the City and, after determining Contractor's proposal as most advantageous to the City, selected Contractor as the preferred telecommunications provider for the implementation of the Mobile Worker Project; and

WHEREAS, Contractor desires to work with ITA on its Mobile Worker Project by offering additional discounts on purchases of T-Mobile Devices made through the City Contract and providing various in-building solutions as may be necessary to augment/strengthen wireless signals on the T-Mobile network in City buildings in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

I. SCOPE OF WORK

In furtherance of ITA's efforts in the deployment and use of T-Mobile devices in connection with the Mobile Worker Project, the Contractor shall provide to the City the benefits and services set for in this Section I. Scope of Work. Contractor acknowledges and agrees that Contractor's failure to provide any of these benefits and services shall constitute a material breach of this Agreement, allowing ITA to terminate this Agreement and its collaboration with Contractor with regards to the Mobile Worker Project.

A. DEVICE PURCHASES/UPGRADES

(1) As part of the Mobile Worker Project, ITA shall purchase wireless mobile devices and lines of service from Contractor through the City Contract, and such purchases will be governed by the terms of the City Contract (each a "Device" and collectively "Devices"). ITA estimates that it will purchase up to 20,000 lines of service and Devices to support those lines of service for its Mobile Worker Project. Contractor acknowledges that such number is an estimate only and that the City does not commit to a firm number of lines of service or Devices purchased for the Mobile Worker Project. ITA shall make purchases of lines of service and Devices on a rolling basis based on Contractor's completion of signal augmentation solutions for City buildings as described in Paragraph B of this Section I, ITA internal timeframes and logistics for the migration of City employees from landline phones to Devices, and the continuing appropriation of necessary City funds for the Mobile Worker Project.

(2) For each Device purchased for the Mobile Worker Project through the City Contract, Contractor shall discount \$120 off of the purchase price of the Device under the City Contract, subject to the requirements set forth below ("Device Discount"). Contractor will apply the Device Discount at the time of order by the City. In the event the City Contract is extended or amended, Contractor shall continue to apply the Device Discount under such amended or extended City Contract. In addition, a Device Discount shall be applied to any Device

purchased as an upgrade to an existing phone for (a) an existing Line of Service (as defined below) after each subsequent expiration of the Subsidy Term (as defined below) for such existing Line of Service; or (b) every 24 months from the purchase date of the existing phone, subject to the requirements below.

Contractor shall identify and apply such Device Discount in its invoice to the City in connection with such purchase, or may deduct the \$120 Device Discount from the cost of the device at time of order which shall be reflected in the price stated on its invoice (along with itemization of the Device Discount) to the City. The applicability of a Device Discount for each Device shall be subject to the following conditions:

- a. Except for upgrades, each purchased Device shall include the purchase of a line of wireless mobile service from T-Mobile ("Line of Service") for such Device in accordance with the terms and conditions of the City Contract with a term of 24 months from the date of activation ("Subsidy Term").
- b. Each Line of Service purchased as part of the Mobile Worker Project may only qualify once for a Device Discount during the Subsidy Term.
- c. If any Line of Service that received a Device Discount is terminated or disconnected prior to the end of the Subsidy Term, then the City agrees to pay or reimburse Contractor the pro rata portion of the Device Discount for each terminated or disconnected Line of Service. For purposes of illustration, if the City terminates the applicable Line of Service 18 months following activation, and if Contractor has issued a Device Discount of \$120 for such line, then the City will reimburse Contractor \$30 ($\$120 \div 24 = \5×6 months remaining on the Subsidy Term = \$30 for such terminated line).

(3) For up to 10% of the total number of Devices purchased by the City for the Mobile Worker Project, Contractor shall replace, at no additional cost to the City, Devices that are lost or damaged and that are not covered by warranty under the City Contract ("No Cost Replacement Devices"). ITA and Contractor will work in good faith to agree on a specific number of No Cost Replacement Devices for every two-year period.

(4) Contractor shall provide, at no cost to the City, implementation support for all Devices. Implementation support shall include, kitting, prepping, and deployment services, including fully charging each Device, implementing all manufacturer's updates on each Device at time of deployment, and configuring the screens on each Device as agreed upon by ITA and T-Mobile.

B. SIGNAL AUGMENTATION FOR CITY BUILDINGS

(1) The Parties each acknowledge that successful implementation of the Mobile Worker Project using the Devices requires that buildings and/or facilities owned or controlled by the City (each a "City Site" and collectively "City Sites") have network coverage of T-Mobile wireless service throughout each such City Site suitable to support the City's business as determined in the reasonable discretion of ITA. The Parties will work together in good faith to determine the appropriate in-building solutions for each City Site so that appropriate and commercially reasonable in-building solutions are installed and maintained by Contractor to augment T-Mobile's wireless service signal strength ("Signal Strength") to provide network coverage for each City Site (as defined below) identified by the City ("Signal Augmentation").

(2) Notwithstanding anything to the contrary in this Agreement, Contractor shall not have the right, and it shall not, by license or otherwise, install any other equipment at any City Site to augment Signal Strength beyond the City Site, such as micro-cell equipment or distributed antennae systems. For further clarity, the Parties agree that any Signal Augmentation solution implemented by Contractor shall be limited to extending or augmenting Signal Strength and wireless coverage for the applicable City Site only and not for areas extending beyond such City Site.

(3) ITA shall provide to Contractor a list of City Sites for which ITA desires Signal Augmentation. The list of City Sites will be periodically updated by ITA in consultation with Contractor. During the initial Signal Augmentation phase (which includes the process up to the installation of the Signal Augmentation equipment) to support the rollout of the Mobile Worker Project, the Parties shall meet no less than monthly to discuss the status of the Signal Augmentation efforts at City Sites, determine the number and the order of City Sites for which Signal Augmentation will be performed, and determine the schedule under which such Signal Augmentation occurs. Contractor will conduct, at its own cost, a benchmark analysis to determine existing Signal Strength at each City Site and provide such information with ITA in order to determine the level of Signal Augmentation required for each City Site ("Benchmark Analysis"). Such

Benchmark Analysis shall be the considered Confidential Information owned by the City and shall not be disclosed by either Party to any third party or otherwise used by the either Party for purposes other than the provision of the Signal Augmentation services set forth in this Agreement and subject to the confidentiality provisions of section 1.B.7 herein. Contractor, at its own cost, will provide the City a dedicated engineering team to ensure that the Benchmark Analysis and Signal Augmentation are completed at each City Site in a timely manner.

(4) All costs incurred for the provision of Contractor's Signal Augmentation services, including without limitation the costs of equipment and labor to install and maintain Contractor's equipment necessary for Signal Augmentation, will be borne solely by Contractor, provided, however, that the cost for power and broadband/backhaul for three (3) months required to support such Signal Augmentation equipment shall be borne solely by the City. City acknowledges that Contractor will use commercially reasonable efforts to provide Signal Augmentation solutions for agreed upon City Sites, such efforts to take into consideration Contractor's reasonably determined return on investment based upon Contractor's cost of Signal Augmentation and the number of Lines of Service purchased by the City for the Mobile Worker Project. In the event Contractor reasonably determines it will be unreasonably costly given the nature of the transactions contemplated by this Agreement for Contractor to undertake a Signal Augmentation solution at a City Site, the Parties will work cooperatively to determine if a commercially reasonable alternative Signal Augmentation plan for such City Site may be implemented to meet the City's needs for such site without the costs of such implementation being borne by the City. Notwithstanding any of the foregoing, Contractor agrees that the number of Devices and Lines of Service purchased by the City in connection with the Mobile Worker Project and the timing of any such purchases shall depend on the success of Signal Augmentation at each of the City Sites, as may be reasonably determined by the City.

(5) To support the provision of Contractor's Signal Augmentation services, City shall provide Contractor, its employees, agents and subcontractors reasonable access, at no cost to Contractor, to City Sites at reasonable times as may be determined by the City to conduct activities solely related to Signal Augmentation, such activities to include design, installation, operation, maintenance, upgrades, inspection, testing, replacing, repairing and managing the Signal Augmentation solution at each City Site (collectively "Augmentation Activities"), which shall be documented by written site location approval in the

form attached hereto as Appendix B, executed by an authorized individual for each Party. The Parties will agree on a process for approval of each City Site. If required and available, City shall allow Contractor to use City's broadband services at each City Site for three (3) months at no cost to Contractor. Contractor agrees that Contractor's access to the City Sites for the purpose of engaging in Augmentation Activities shall be strictly monitored and overseen by ITA. Contractor shall not access any City Site without ITA's prior written approval and without the attendance of ITA personnel during such access. Contractor shall cooperate with the City regarding the issuance to Contractor of any licenses, approvals, or permits that may be deemed necessary to give Contractor access to City Sites. Contractor agrees that it shall comply with applicable City rules and regulations, including applicable security measures and access procedures, which may be required to access City Sites. The design (including any construction drawings) of any Signal Augmentation solution and the location, installation, and connection of any Signal Augmentation equipment at any City Site shall be subject to the prior approval of ITA prior to implementation and/or installation. A copy of any such design or construction drawings shall be provided to the City. Contractor shall relocate, uninstall, disconnect or remove any Signal Augmentation equipment upon receiving written notice from the City for any compelling reason as reasonably determined by the City. City acknowledges that Contractor's access to City Sites for Signal Augmentation Activities may include access to, over and across portions of the City Sites where Signal Augmentation equipment has been installed to enable Contractor to provide the Signal Augmentation services, including ingress, egress and telecommunication and utility connections to and from the Signal Augmentation equipment.

(6) Signal Augmentation equipment shall mean collectively the wireless systems installed by Contractor at City Sites under this Agreement for the purpose of providing RF coverage in the City Sites, including routers, radios, antennas, power lines, coaxial, fiber optic, telecommunications cables and other associated equipment located throughout the City Sites. Contractor shall maintain and repair installed Signal Augmentation equipment in good working order at its own cost. In installing and maintaining any Signal Augmentation equipment, Contractor shall not unreasonably interfere with City operations. All ownership of Signal Augmentation equipment owned and installed by Contractor under this Agreement shall remain the property of Contractor. Upon expiration or earlier termination of this Agreement, Contractor, at its sole cost, shall remove from City Sites all Signal Augmentation equipment owned by Contractor and repair any damage caused by such removal, ordinary wear and tear excepted.

(7) Subject to any applicable laws, including any requirements of the California Public Records Act, neither Party shall disclose any information of any type relating to the operation and performance of any Signal Augmentation solution or equipment at any City Site, including, without limitation, any information regarding system availability, coverage area, call statistics, data usage and data speeds, and all such information shall be deemed to be confidential ("Confidential Information"). Each Party will be responsible for any improper use or disclosure of any Confidential Information of the other by the receiving Party's officers, partners, principals, employees, agents or independent contractors.

(8) Contractor agrees that it shall not use any Signal Augmentation equipment to collect and store any personal data of any user of Contractor services at any City Site. Any data collected by Contractor which relates to the City usage of Contractor's wireless services through Signal Augmentation equipment shall be deemed owned by the City.

II. TERM OF CONTRACT

The term of this Contract shall commence on the last date of execution of this Contract and expire on May 18, 2027. In the event the City Contract is extended, the Parties shall extend the term of this Agreement by written amendment to extend this Contract's expiration term to the same date on which the extended City Contract's term expires.

Notwithstanding the foregoing, the City Contract shall not be considered extended in the event any extension of the City Contract includes a change in the pricing of service plans purchased by the City under the City Contract which is higher than the pricing offered under the City Contract prior to any such extension. In the event the City Contract is extended with a change in pricing that is equal to or lower than the pricing offered under the pricing of service plans purchased by the City under the City Contract prior to any such extension, Contractor shall continue to apply the discounts set forth in this Agreement under such extended City Contract.

III. COMPENSATION

The City shall expend an amount not to exceed \$4,000,000 (four million dollars) annually under the City Contract for the purchase by ITA of Devices and Lines of Service in connection with the Mobile Worker Project. Such amount shall be inclusive of all discounts set forth in this Agreement. Any applicable taxes and surcharges in connection with the purchase of Devices and Lines of Service shall be governed by the terms of the City Contract.

The Parties understand and agree that the foregoing maximum compensation amount is an estimate only and shall be subject to the availability of funds by ITA through the annual City appropriation process for the Mobile Worker Project.

Contractor shall ensure that all invoices for the purchase of Devices and Lines of Service for the Mobile Worker Project shall include all applicable discounts as set forth in this Agreement.

IV. CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records directly related to the Contractor's material obligations under this Agreement. Contractor agrees to provide the City or its delegate, at no cost, with any information directly related to this Agreement and shall permit the City or its delegate access to its premises, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The City's audit rights in this Section V are subject to the following: (1) the City provides the Contractor with at least 10 business days' prior notice before conducting an audit; (2) the audit be conducted during Contractor's normal business hours; (3) the audit cost will be borne by the City; and (4) any third party hired by the City to conduct the audit will be obligated to treat any information or report resulting from such an audit as confidential information. Contractor further agrees to maintain such records for a period of three (3) years after expiration or termination of this Agreement.

V. PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

A. Parties to the Contract

The Parties to this Contract are:

1. **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. **Contractor:** T-Mobile USA, Inc., having its principal office at 12920 SE 38th Street, Bellevue, Washington 98006.
Attn: Vice President, T-Mobile for Government

With copy to:
T-Mobile USA, Inc. Legal Department – Sales and Distribution (same address)

B. Contractor's Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Rachelle Buckner
Title: Senior Manager
Phone: (480) 300-2299
E-Mail: Rachelle.Buckner@T-Mobile.com

C. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract:

Name: Tita Zara
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Phone: (213) 978-3346
E-mail: tita.zara@lacity.org

D. City's Project Manager

The City hereby appoints the following person to act as the project manager:

Name: Dan Tinajero
Title: Senior Management Analyst II
Address: 200 N. Main St., CHE 1200
Los Angeles, CA 90012
Telephone: (213) 978-4038
Email: dan.tinajero@lacity.org

E. Communications

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or

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

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

VI. NAME CHANGE

In the event that Contractor undergoes either (a) a change of ownership, which is defined as a change in the majority control of Contractor, and the new owner agrees to comply with all Contract terms and conditions, or (b) a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change in the Contractor name.

VII. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and border Wall Contracts, as defined in LAAC Section 10.50.1.

VIII. CONTRACTOR PERFORMANCE EVALUATION

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 this 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 this 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.

IX. CONTRACT MODIFICATIONS, CHANGES OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be only be amended by further written agreement.

X. CITY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of 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 that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

XI. ELECTRONIC SIGNATURES

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

XII. APPENDICES

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length.

Appendix A: Standard Provisions for City Personal Services Contracts
(Rev. 9/22)[v.1] Rev. 12-22-13
Appendix B: Site Approval Form

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix B

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

CITY OF LOS ANGELES:

By: _____
Joshua M. Templet
Deputy City Attorney

By: _____
Tita Zara
Assistant General Manager
Information Technology Agency

Date: _____

Date: _____

ATTEST:
Holly Wolcott
City Clerk

CONTRACTOR

By: _____

By: _____
David Bezzant
Vice President, T-Mobile for
Government
T-Mobile USA, Inc.

Date: _____

Date: _____

Legal Approved by:

T-Mobile USA, Inc. Legal Department

APPENDIX B
Site Approval Form for Signal Augmentation

This Site Location Approval ("SLA") is being entered into by the Parties signing below under and pursuant to the Contract dated _____, 20__ (the "Agreement"), between T-Mobile West LLC ("T-Mobile"), and the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through its Information Technology Agency ("ITA").

A. Site Information

Site Name: _____

Address: _____

T-Mobile Site Number: LA_____

B. Scope of Work

See attached site plan/construction drawings dated _____, attached hereto as Exhibit A.

C. Site-Specific Points of Contact

CITY PROJECT MANAGER

Name: _____

Address: _____

Phone: _____

E-mail: _____

T-MOBILE CONTACT

Name: T-Mobile Network NOC

Address: _____

Phone: 888-218-6664

E-mail: [NOC]@t-mobile.com

D. Special Notes

☐ Check here if Signal Augmentation for this site will use the City Network for up to three months from the start date indicated below.

Start Date: _____

IN WITNESS WHEREOF, the Parties have executed this SLA, which shall be effective as of the date signed by the last Party.

CITY OF LOS ANGELES

T-Mobile USA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: Approved Site Plan/Construction Drawings Attached

APPENDIX A

Standard Provisions for City Contracts (Rev. 9/22)[v.1] Rev.12-13-22 (T-MOBILE)

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

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

PSC-4. Integrated Contract

This Contract, including all of its incorporated documents, 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"). Throughout this Contract, the term "Subcontractor" refers to entities that perform services in direct support of **CONTRACTOR's** performance under the Contract and does not include entities that provide supplies or services on a general basis in support of **CONTRACTOR's** operations and/or commercial product and service offerings. "Subcontract" refers to the contract between **CONTRACTOR** and a Subcontractor.

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, within the bounds of technical practicability, 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 promptly 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 that the default may be cured and the time period to cure the default (not less than 30 days) to the reasonable 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** reasonable 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 promptly: (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 fraud 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 promptly 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 promptly 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 reasonably 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**.

Except in the case of delegation of performance to parent company T-Mobile USA, Inc., **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 reasonably approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to reasonably 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

Except in the case of mergers or acquisitions resulting in change of control of **CONTRACTOR** ("Change of Control") or in the case of delegation of performance to parent company T-Mobile USA, Inc., **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; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

Notwithstanding the foregoing, in the event of a Change of Control, the **CITY** shall have the right to terminate this Contract in accordance with Section PSC 9(A).

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 promptly 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 to include in any manner by reason of a negligent or intentional act, error, or omission by **CONTRACTOR**, Subcontractors, or their employees, assigns, or successors in interest, in performance of 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-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. Work Products do not include pre-existing intellectual property or products or services (including any intellectual property thereto), developed by Contractor independent of this Contract or any other product and services (including the unified communications services offered by the Contractor to the City under this Contract) offered by Contractor to the City or to Contractor's other customers. **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 deliverables delivered to **CITY** that are not Work Products, **CITY** shall have a non-exclusive license to use such deliverables for Contract 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 use commercially reasonable means to protect all metadata generated in the course and scope of this Contract (collectively, the "City Data"). Contractor will not be collecting any data associated with any specific end-user. Upon City's request, Contractor will provide usage data from the signal augmentation system. **CONTRACTOR** shall notify **CITY** in writing of any unauthorized acquisition of City Data (excepting certain good faith acquisitions of City Data by employees or agents) that compromises the security, confidentiality, or integrity of City Data, or, in **CONTRACTOR's** reasonable belief, affect City Data related to a cyberincident ("Data Breach"). **CONTRACTOR** shall provide notice to **CITY** as soon as possible and in compliance with Cal. Civ. Code § 1798.82, but no later than 72 hours from confirmation of a data breach as defined under applicable law. **CONTRACTOR** shall take prompt measures necessary to determine the scope of the Data Breach and restore the reasonable integrity of the system(s) impacted. **CONTRACTOR** shall provide regular updates, or more frequently if reasonably required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach has been resolved to the City's reasonable satisfaction, though **CONTRACTOR** has the option to either eliminate the systems involved in the breach or to resolve by additional safeguards against the identified vulnerabilities or exploits involved in the Data Breach. **CONTRACTOR** shall conduct an investigation of the Data Breach and shall, to the extent permitted by law, share the report of the investigation with **CITY**. Such reports shall provide meaningful summaries of findings, consistent with applicable law. At **CITY'S** reasonable discretion, **CITY** and its authorized agents shall have the right to participate in the investigation to the extent that **CONTRACTOR's** legal rights are not foreclosed. **CONTRACTOR** shall cooperate fully with **CITY** and its agents (to the extent that legal obligations allow), as well as law enforcement.
- B. **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** from any third-party claims, demands, damages, and expenses (a "Third Party Claim") caused by a breach of **CONTRACTOR'S** internal systems that results in a breach of **CITY** Data that **CITY** provided to **CONTRACTOR**. As a condition of this indemnity: (a) **CITY** will give prompt notice of any such Third Party Claim to **CONTRACTOR**, (b) **CONTRACTOR** shall accept

tender of the Third Party Claim, and (c) **CONTRACTOR** shall have complete control over the defense of the Third Party Claim, including any settlement. **CONTRACTOR's** indemnification obligations to **CITY** in this Section PSC 22.B shall be capped at \$1,000,000.

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 provided to any of **CONTRACTOR'S** customers for the goods and services provided under this Contract, under similar unit volume and terms.

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. 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. 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-30. Contractor Responsibility Ordinance

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

PSC-31. 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-32. 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-33. 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-34. 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-35. 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-36. 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 until the next adequate appropriation of funds is made for this Contract. **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. The parties understand that **CONTRACTOR** will not know **CITY's** appropriation status without written notification from **CITY**.

PSC-37. 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-38. 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-39. 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-40. 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 promptly notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. For the avoidance of doubt, and to the extent applicable for voice and data services provided under this and other agreements with the City, the notice provisions in this section shall not apply to proper legal demands **CONTRACTOR** receives for subscriber information and/or transactional records associated with use of a particular handset. This provision will survive expiration or termination of this Contract.

PSC-41. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully

vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

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.** The CITY must be included as an Additional Insured on the General Liability Policy to cover the CITY'S liability arising out of the acts or omissions of the named insured.
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 prior to the policy expiration date. CONTRACTOR agrees to notify the CITY within 30 days of receiving notification that coverage is reduced below the insurance requirements under this Contract.
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: T-MOBILE West, LLCDate: 04/08/2022Agreement/Reference: Amendment #1 to Contract C-133406 , Equipment / Services, Wireless Communication GSA FSSMaster Agreement No. GS 35F 0503M-

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

Limits

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

☒ **General Liability**
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

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

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination

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

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐

 _____ **Pollution Liability**

☐

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

100% of the contract price

 _____ **Crime Insurance**

Other: 1) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

 2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
