Attachment III

Pro Forma Contract

PRE-QUALIFIED ON-CALL PARK MASTER PLANNING
CONSULTING SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION
AND PARKS

AND

CONTRACTOR NAME

FOR VARIOUS PARK PROJECTS

This CONTRACT ("Contract" or "Agreement") is made and entered into this DATE day of _____ 2026 by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "CITY") acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS (hereinafter referred to as "BOARD"), and CONTRACTOR NAME, hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to individually as a "Party" and collectively as “the PARTIES".

RECITALS

WHEREAS, the Department of Recreation and Parks of the CITY of Los Angeles (hereinafter referred to as "DEPARTMENT") owns various park and recreational facilities and infrastructure throughout the CITY of Los Angeles and is responsible for the development, operation, maintenance, and improvement of such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible consultants to perform park master planning consulting services for the DEPARTMENT; and

WHEREAS, # of firms responded to a Request for Qualifications (RFQ) dated Month #, 2026; and

WHEREAS, CONTRACTOR is selected to be one of # of contractors determined to the be most qualified by DEPARTMENT staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, DEPARTMENT seeks to establish a list of prequalified contractors that shall be considered for services outlined herein; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services; and

WHEREAS, CONTRACTOR is subject to the specified Standard Provisions for CITY Contracts attached hereto and incorporated herein in by reference as Appendix A; and

WHEREAS, the PARTIES expressly acknowledge and agree that the DEPARTMENT will exercise its independent discretion in review of all documents related to the Master Plan whether

produced by CONTRACTOR pursuant to this Contract or by any other agency or entity involved in review of the Master Plan; and

NOW, THEREFORE, CITY and CONTRACTOR in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

ARTICLE 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The Parties to this Contract are:

CITY – The CITY of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the Department of Recreation and Parks having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTORS – Contractor Name and Location

1.2 Representatives

The representatives of the PARTIES who are authorized to administer this Contract and to whom formal notices, demands and communications will be given are:

CITY
Jimmy C. Kim, General Manager
City of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With a copy to:

Darryl A. Ford
Superintendent
Planning, Construction and Maintenance Branch
City of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 400
Los Angeles, California 90012
Telephone Number: (213) 202-2661
Fax Number: (213) 202-2612

CONTRACTOR
Name
Title
Address
Email
Telephone Number:

With a copy to:

Name, Title
Address
Email
Telephone Number:
Fax Number:

1.3 Notices

Formal notices, demands and communications to be given hereunder by either Party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

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

ARTICLE 2 - TERM OF CONTRACT

2.1 Term

The term of this Contract shall be five years from the date of execution ("Term").

2.2 Extension

The PARTIES may mutually agree to extend the Term for up to two additional five-year periods, subject to the written approval of the PARTIES. The Term may be extended beyond fifteen years only by written amendment to this Contract. If the PARTIES cannot agree upon such an extension, this Contract shall automatically terminate.

2.3 Ratification

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

ARTICLE 3 - INTERACTION OF PARTIES

3.1 Good Faith Dealings

3.1.1 The PARTIES and their consultants, staff, and management, shall diligently and in good faith pursue timely completion of the Scope of Services described in Section 4.3.

3.1.2 The PARTIES shall make available their consultants, staff, management, and other necessary resources as may be required for the timely resolution of issues that may arise during a park project and for the expeditious review of documents submitted during a park project.

3.1.3 The PARTIES acknowledge and agree that they, and their consultants, staff, and management, shall be deemed to be acting in good faith so long as they make reasonable

efforts to attend scheduled meetings, direct consultants to cooperate with the other Party, provide information necessary to the duties of the other Party, and use commercially reasonable efforts to review and timely return with comments all correspondence, reports, documents, or contracts received from the other Party.

ARTICLE 4 – PURPOSE, TERMS, AND SCOPE OF SERVICES

4.1 Purpose

4.1.1 The purpose of this Contract is to establish the terms under which the CONTRACTOR and the DEPARTMENT shall engage in future park master planning consulting services. CONTRACTOR shall perform the services described in Section 4.3. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional engineers of consultants performing the same or similar services.

4.1.2 CONTRACTOR shall provide corrective services without charge to the CITY for services which fail to meet the above standards and which are reported to the CONTRACTOR in writing within sixty days of discovery. Should the CONTRACTOR fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONTACTOR shall be liable for any expenses thereby incurred.

4.1.3 CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract and those supporting the cost proposals used to enter into this Contract with CITY, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable.

4.1.4 CONTRACTOR shall follow any DEPARTMENT standards or specifications in place at the time of the park project. This requirement will only be waived by the DEPARTMENT’s Superintendent of Planning provided a valid justification is submitted in writing by the CONTRACTOR at the start of a park project.

4.2 Task Assignment

4.2.1 Assignment of Work. CITY shall select contractor(s) for each park project by consulting a no-order list of prequalified Master Plan contractors who have previously responded to the RFQ.

4.2.2 CITY shall issue a Task Order solicitation to bid services. All contractors on the list will be asked to submit proposals on an upcoming park project. For each desired Task Order, the project will be awarded to the prequalified contractor whose proposal represents the best overall value to the CITY for the requested services.

4.2.3 Sole Source. In certain circumstances, it may be necessary to assign a sole source task order to a consultant on the Pre-Qualified On-Call list. A sole source proposal may be solicited from such consultant only after requesting approval by the Assistant General Manager of Planning, Maintenance, and Construction.

4.2.4 In the event of a need for Sole Source services, a Task Order will be issued by the CITY to any pre-qualified contractor at the CITY's discretion. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the CITY reserves the right to negotiate with the next firm on the list and so on until an agreement is reached. No work is authorized until the CITY issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list. A consultant may reject any offer of work, however, three such rejections during the term of the contract, including failures to respond to prior Task Orders, may be cause for removal from the list.

4.2.5 Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both CITY and CONTRACTOR. If CONTRACTOR performs any modification without a written amendment, CITY shall neither pay for, nor be obligated to accept said modification.

4.3 Scope of Services

The proposed Scope of Work required for Pre-Qualified On-Call Park Master Planning Consulting Services will include, but not be limited to the following. Actual Task Orders will include some or all of these activities:

- Project Management
- Master Planning
- Architectural Programming and Needs Assessment
- Schematic Design
- Environmental Review Services in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA)
- Project Cost Estimating (Class C and D)
- Community Meetings and Presentations
- Presentations to Oversight Boards and Council Offices
- Interior Space Planning
- Adaptive Reuse Planning and Design
- As-Built Documentation Research
- Document Filing and Permitting
- Code Research
- Zoning Variances, Building Variances, and Conditional Use Permits
- Computer Assisted Design and Drafting (CADD)
- Project Scheduling
- Grant Writing to Secure Funding for Municipal Facilities Projects

- Sustainable Architectural Design
- Resource-Efficient Design and Construction
- Design Policy Development
- Rendering and Model Building
- Engineering Support, including, but not limited to Civil and Transportation Engineering
- Archaeology and Historical Preservation Forensics
- Acoustical Design
- Audio-Visual Design
- Security Systems and Fire/Life Safety Design
- Accessibility Evaluation and Planning
- Use of Architectural Industry-Standard Computer Software Compatible with CITY Standards, Including Autodesk AutoCAD and Revit; Microsoft Office Suite; Google Apps for Business; and Adobe Design Applications
- Familiarity with CITY's Neighborhood Councils, Community Groups and Interested Non-Profit Organizations
- Project Website Development and Maintenance (within duration of the project)

The proposed scope of work required for aforementioned services will include, but not be limited to the following:

- Preparation of master plans, landscape architectural design plans, and construction documents for CITY parks and municipal facilities, including all required research, graphics, and associated reports. Projects may include parks, recreation centers, traffic islands, parkways, and slopes in connection with public improvement projects; riparian and watershed protection; and swimming pools (landscaping scope only) and fountains.
- Preparation of conceptual plans and models. Schematics will be prepared consistent with the approved conceptual plan.
- Preparation of cost estimates for grants.
- The CONTRACTOR may be required to procure an independent estimate from a cost estimating firm not affiliated with the design firm to validate both the Class "C" and Class "D" estimates.
- Identification of any information required to obtain CITY, County, State or Federal permits to begin construction.
- Participation in all necessary consultations and conferences with and making all required appearances before CITY officers, employees, and representatives of CITY boards; other CITY departments; and County, State, Federal, and other agencies having jurisdiction over the projects.
- Community involvement and participation in the design of CITY parks and municipal facilities is encouraged. Accordingly, the CONTRACTOR shall participate in community meetings held to provide project input, review schematic, preliminary, and final plans, and make public presentations.
- Resolution of issues pertaining to site archaeology and historical preservation.
- Preparation of site maintenance plans and schedules for arborists, gardeners, and other maintenance staff.

Landscape architectural consultants must possess a current California Landscape Architect license and demonstrate proficiency in the following areas:

- Sustainable landscape architecture and energy-efficient landscaping
- Specifications and bid documents

- Familiarity with NACTO design standards
- Planting and irrigation design including stormwater best management practices (BMPs)
- Water conservation and use of native plants
- Tree protection measures
- Grading and drainage including stormwater BMP's
- Construction practices and their relationship to the trades
- Construction details
- Erosion control BMP's
- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developers (QSDs) and Qualified SWPPP Practitioners (QSPs)
- Qualified Americans with Disabilities Act (ADA) and Certified Access Specialist (CAS)
- Permitting processes
- California Environmental Quality Act (CEQA) process and landscape mitigation measures
- United States Green Building Council LEED as applicable
- Advising on Green Infrastructure, Vision Zero, and other CITY program designs
- Irrigation design
- Playground design
- Skate park design
- Synthetic turf design
- Athletic field and game court design
- Golf course design
- Swimming pool (landscaping scope only) and/or fountain design
- Riparian and watershed protection projects
- Parking lot design
- Streetscape design
- Building landscaping
- Green roofs
- Other consulting services as needed or required

4.4 Consultant Schedule of Services

4.4.1 The CONTRACTOR shall prepare and submit to the PROJECT MANAGER (described in further detail in Section 6.1.1 below) a schedule of the services to be performed, within fifteen calendar days, after receiving the CITY's notice to proceed. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in Appendix C The CONTRACTOR shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONTRACTOR for failure to comply with requirements of this procedure.

4.4.2 The CONTRACTOR's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen calendar days for the DEPARTMENT's review of each submittal unless a longer period of time is specified elsewhere in this Contract or the Task Order. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The gantt chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONTRACTOR shall also

submit a separate progress schedule listing all submittals required under this Contract or the Task Order and when it is anticipated that each submittal will be submitted. The DEPARTMENT will review the CONTRACTOR's schedules and provide comments relative to overall compliance with requirements of this Contract, Task Order, and any related documents.

4.4.3 An updated schedule of services shall be submitted to the PROJECT MANAGER as specified in the Task Order. The submittal of the updated CONTRACTOR's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the PROJECT MANAGER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONTRACOR, or other update submittal approved by the PROJECT MANAGER. If specified in the Task Order, as a condition precedent to final payment, the CONTRACTOR shall submit to the PROJECT MANAGER a final schedule of services that accurately reflects the manner in which the services were actually completed.

4.4.4 The CONTRACTOR shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONTRACTOR shall make such revisions in the schedule and narrative and resubmit within ten calendar days after the conference unless granted an extension by the PROJECT MANAGER.

4.4.5 The CONTRACTOR shall submit progress reports as specified in the Task Order. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

4.4.6 As directed in this Contract or the Task Order, the CONTRACTOR shall participate in progress meetings with the PROJECT MANAGER. These meetings shall be held monthly at the discretion of the PROJECT MANAGER. All meetings are to be comprehensively documented by the CONTRACTOR and related documentation distributed to attendees.

4.5 Timely Completion

CONTRACTOR shall use all best efforts to timely reach the milestones provided in the Sample Project Schedule, attached hereto and incorporated herein as Appendix C, which includes the key milestones in the Master Plan process for the Project.

ARTICLE 5 - KEY CONTRACTOR PERSONNEL

5.1 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR

agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

5.2 CONTRACTOR will designate key consultant personnel to implement the work on a task-by-task basis. All technical specialists assigned to each project under this Contract shall be subject to the PROJECT MANAGER's approval.

5.3 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by each project under this Contract, and CONTRACTOR shall not change personnel assigned to these positions without the consent and approval of the PROJECT MANAGER, provided such consent shall not be unreasonably withheld.

ARTICLE 6 - SERVICES TO BE PROVIDED BY THE CITY

6.1 Services

6.1.1 CITY will designate a PROJECT MANAGER for each Task Order Solicitation and Assignment of Work, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the PROJECT MANAGER.

6.1.2 The CITY shall furnish, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONTRACTOR. The CITY shall also furnish the CONTRACTOR with the following information to define the requirements of each project: DEPARTMENT's Standards and Specifications, sample title block sheet, reports, data, statistics and analyses reasonably available concerning the matters covered by this Contract.

6.1.3 The DEPARTMENT agrees that, upon reasonable notice, as from time to time requested by CONTRACTOR, the DEPARTMENT shall provide progress reports to CONTRACTOR regarding the status of review and processing of documents related to each project under this Contract.

6.2 Subcontractor Approval

6.2.1 CONTRACTOR shall not use subcontractor and/or subconsultants to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONTRACTOR shall remain responsible for performing all aspects of this Contract. The CONTRACTOR is required to provide the CITY a list of all subconsultants including the name and address of the firms. The CITY has the right to approve CONTRACTOR's subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONTRACTOR's subconsultants and nothing herein creates any privity between the CITY and the subconsultants. Wholly-owned subsidiaries of CONTRACTOR shall not be considered subconsultants.

ARTICLE 7 - COMPENSATION AND INVOICING

7.1 Compensation

Compensation for services provided under this Contract shall be provided on a Lump Sum Basis. For the Lump Sum Basis, compensation is defined solely as the Lump Sum

7.2 Limitation of CITY's Obligation to Make Payments to CONTRACTOR

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

7.3 Invoicing

7.3.1 Lump Sum Basis is a method of invoicing whereby the CONTRACTOR is compensated for designated milestones for a specific task order. All of the CONTRACTOR's costs including employee salaries, overhead, other direct costs, subcontract expenses, and profit are included in the Lump Sum amount.

7.3.2 Compensation for services provided under this CONTRACT shall be provided on a Lump Sum basis. The CONTRACTOR shall invoice the CITY for the competition of deliverable(s) as outlined in the Task Order solicitation. Invoices related to the tasks performed for this CONTRACT should be emailed to the PROJECT MANAGER.

7.3.3 CONTRACTOR shall invoice CITY within sixty (60) days of completion of deliverables.

7.3.4 CONTRACTOR shall submit invoices to:

City of Los Angeles, Department of Recreation and Parks
Attention: PROJECT MANAGER NAME
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, California 90012

7.3.5 All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information, such as the name and address of CONTRACTOR. Evidence that documents the task has been completed, in the form of transmittal correspondence for completed task documents, public or hearing notices, reports, brochures, photographs, or other applicable documents shall be attached to all invoices.

7.3.6 CONTRACTOR shall submit invoices for the approved task(s) and/or deliverable(s) that conform to CITY standards and include, at a minimum, the following information:

- CONTRACTOR's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Complete dates of services provided
- Description of the task(s) performed and /or deliverable(s) provided.
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A comprehensive report detailing work performed during the services, which includes the following:
    - Summary of work performed during the services
    - Percentage of total project completed to date
    - Any other relevant information

7.3.7 Invoices, evidence, and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice, evidence, and supporting documentation at any time.

7.3.8 Expenses related to CONTRACTOR travel (in accordance with established CITY policies will be reimbursed on a project-by-project basis as outlined in an opportunity's Task Order Solicitation (TOS). CONTRACTOR must obtain PROJECT MANAGER approval prior to incurring any travel expenses. For projects that are eligible for travel reimbursements, the CONTRACTOR must follow the provisions outlined in the CITY's Travel Policy (Appendix F). Travel-related questions can be referred to the PROJECT MANAGER identified in the TOS. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

7.3.9 Subcontractor's Requirements. Tasks and/or Deliverables that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation — including, but not limited to, proof of payments for services rendered — that substantiates their charges.

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

7.3.11 DEPARTMENT shall promptly review the content and format of invoices, evidence, and supporting documentation to determine if the associated milestone has been achieved and if the invoice has been properly submitted by CONTRACTOR. DEPARTMENT shall provide prompt notice to CONTRACTOR of any CITY requested changes to the content and format of the invoice, evidence, and supporting documentation.

7.3.12 DEPARTMENT shall notify CONTRACTOR of date of receipt of a properly submitted invoice.

7.3.13 The CITY shall pay invoices properly submitted by CONTRACTOR within sixty calendar days of date of receipt of a properly submitted invoice.

7.3.14 Notwithstanding the foregoing, CITY shall not be responsible for, and CONTRACTOR waives the right to seek, any late fees, late charges, penalties, and/or interest.

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

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

7.4 Proposed Project Cost Breakdown

At the discretion of the PROJECT MANAGER, the Sample Proposed Project Cost Breakdown (Exhibit B), attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each Task Order. The Proposed Project Cost Breakdown shall set forth the total project cost and the appropriate payment milestones.

The amounts shown for each task on a Proposed Project Cost Breakdown are estimates only, and unexpended funds allocated for one task may be used for another task as long as the total Cost Breakdown specified in the Task Order is not exceeded. Such reallocation of funds must have the prior written approval of the PROJECT MANAGER.

ARTICLE 8 - DATA SECURITY AND PRIVACY

8.1 Data Ownership

As between the Parties, CITY is the sole and exclusive owner of all data and information provided to CONTRACTOR by or on behalf of CITY pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by CONTRACTOR ("CITY Data”), and all intellectual property rights in the foregoing, whether or not provided to any other Party under this Agreement. CITY Data is Confidential Information for the purposes of this Agreement. CONTRACTOR shall not use CITY Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit CITY Data. CONTRACTOR shall not possess or assert any lien or other right against, or to CITY Data. CITY may request an export of CITY Data stored within the systems or held by CONTRACTOR in any form or format at no charge to CITY.

Subject to the restrictions articulated elsewhere in this Agreement, CITY grants CONTRACTOR a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement,

to use CITY Data solely for purposes of performing the services pursuant to this Agreement for CITY's benefit.

8.2 Data Protection

8.2.1 CONTRACTOR shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of CITY Data. To this end, CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY Data.

8.2.2 CONTRACTOR shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of CITY Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures CONTRACTOR applies to CONTRACTOR's own personal data and non-public data of similar kind.

8.2.3 At no time may any content or CITY processes be copied, disclosed, or retained by CONTRACTOR or any party related to CONTRACTOR for subsequent use in any transaction that does not include CITY.

8.3 Compliance with Privacy Laws

CONTRACTOR shall ensure that CONTRACTOR's performance of CONTRACTOR's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, CITY and CONTRACTOR shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and CONTRACTOR shall complete and deliver any documents necessary to compliance.

8.4 Confidential Information

CONTRACTOR understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to CONTRACTOR's performance hereunder are considered confidential property of CITY. CONTRACTOR understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by CITY's representative. This Section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by the CITY.

CONTRACTOR must submit a signed copy of the Confidentiality Agreement, that is attached hereto as Appendix E and incorporated herein, and require it from each subcontractor. The provisions of this Subsection shall survive expiration or termination of this Agreement.

8.5 Provision of Data

Upon termination of this Agreement for any cause or reason (including CITY's breach), CONTRACTOR shall provide CITY with a copy of all CITY Data in CONTRACTOR's possession in a mutually agreeable machine-readable format.

8.6 Data, Development, and Access-Point Location

Storage of CITY Data shall be located in the continental United States of America. CONTRACTOR shall not allow its personnel or contractors to store CITY Data on portable devices, including personal computers, except for devices that are used and kept only at CONTRACTOR's continental United States of America headquarters or data centers. CONTRACTOR shall neither access, nor allow a third party to access systems housing CITY Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of CITY, CONTRACTOR may grant personnel and contractors located outside the continental United States remote read-only access to CITY Data only as required to provide other technical support in relation to the services contemplated herein. CONTRACTOR shall obtain the CITY's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When CONTRACTOR submits a request for CITY's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access CITY Data. CONTRACTOR shall at all times cause such Authorized Persons to abide strictly by CONTRACTOR's obligations under this Agreement and the industry standards for information security. CONTRACTOR hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect CITY Data in accordance with the terms and conditions of this Agreement will access CITY Data, and will do so only for the purpose of enabling CONTRACTOR to perform its obligations under this Agreement.8

8.7 Data Breach

CONTRACTOR shall protect CITY Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. CONTRACTOR shall notify CITY as soon as reasonably feasible, but in any event within twenty-four hours in writing and telephonically of CONTRACTOR's discovery or reasonable belief of any unauthorized access of CITY Data ("Data Breach"), or of any incident affecting, or potentially affecting CITY Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, 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. If directed by CITY, CONTRACTOR shall retain an independent third party to conduct the investigation at CONTRACTOR's sole cost. At CITY's sole discretion, CITY and/or 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. CONTRACTOR is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by CITY, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by CITY, CONTRACTOR will be

responsible for notifying individuals impacted by the Security Incident or Data Breach, with CITY having final approval of the content of the notification. In the event CITY incurs any costs related to the breach referenced above, CITY will seek reimbursement from CONTRACTOR or reduce CONTRACTOR's invoice for costs associated with breach of security

8.7.1 Data Breach Liability. If CITY is subject to any claims relating to any Data Breach or Security Incident, CONTRACTOR shall fully indemnify and hold harmless CITY reimbursement of any costs incurred by CITY relating to those claims. This obligation is in addition to any of CONTRACTOR's other indemnification obligations in this Agreement.

8.8 Firewalls and Access Controls

8.8.1 Access Precautions. CONTRACTOR shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

8.8.1.1 Prevent anyone other than CITY, CONTRACTOR, and authorized CITY or CONTRACTOR personnel from monitoring, using, gaining access to, or learning the import of CITY Data;

8.8.1.2 Protect appropriate copies of CITY Data from loss, corruption, or unauthorized alteration; and

8.8.1.3 Prevent the disclosure of CITY and CONTRACTOR passwords and other access control information to anyone other than authorized CITY personnel.

8.8.2 Security Best Practices. CONTRACTOR shall implement the following security best practices with respect to any service provided:

8.8.2.1 Least Privilege: CONTRACTOR shall authorize access only to the minimum amount of resources required for a function.

8.8.2.2 Separation of Duties: CONTRACTOR shall divide functions among its staff members to reduce the risk of one person committing fraud undetected. 1

8.8.2.3 Role-Based Security: CONTRACTOR shall restrict access to authorized users and base access control on the role a user plays in an organization.

8.9 Right of Audit by CITY

Without limiting any other audit rights of CITY, CITY may review CONTRACTOR's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, CITY may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of CONTRACTOR's data privacy and information security program. In lieu of an on-site audit, at CITY's discretion and upon request by CITY, CONTRACTOR agrees to complete, within fourteen days of receipt, an audit questionnaire provided by CITY regarding CONTRACTOR's data privacy and information security program.

8.10 Written Information Security Policy

CONTRACTOR shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. CONTRACTOR shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three business days of CITY's request, CONTRACTOR shall make available for CITY's review CONTRACTOR's Information Security Policy and any related SOC audits, information security certifications, or other evidence that CONTRACTOR has in place appropriate policies and procedures regarding information protection and security.

8.11 Change in Service

CONTRACTOR shall notify CITY of any changes, enhancement, and upgrades to CONTRACTOR's systems, or changes in other related software services, as applicable, which can impact the security of the services.

ARTICLE 9 - MISCELLANEOUS

9.1 Insurance

CONTRACTOR shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as Appendix D, Standard Provisions for CITY Contracts (Rev. 5/26 [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.

9.2 Separation Assistance

In the event of separation, CONTRACTOR shall provide separation assistance to CITY to facilitate separation. CONTRACTOR shall further guarantee elimination from CONTRACTOR's services of all CITY Data upon separation.

9.3 CONTRACTOR's Personnel & Subcontractors

Except as expressly provided in Subsection 8.4 below, CONTRACTOR shall use its own employees to perform the services described in this Agreement. CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. If CITY has concerns about the performance of any personnel assigned to perform services under this Agreement, CITY and CONTRACTOR shall meet and attempt to resolve such concerns.

9.4 Subcontractors

CONTRACTOR may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall

remain responsible for performing all aspects of this Agreement. CITY has the right to approve CONTRACTOR's subcontractors and CITY reserves the right to request replacement of a subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and the subcontractors. Nothing herein is intended to create a third-party beneficiary in any subcontractors.

9.5 Non-Exclusive Agreement

CONTRACTOR understands and agrees that this is a non-exclusive Agreement to provide services to CITY and that CITY has entered into contracts with other contractors and will continue to do so. CITY may terminate this Agreement and use any of the contractors with whom CITY has current or future contracts and, therefore, CITY cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

9.6 CONTRACTOR's Interaction with the Media; Publicity

CONTRACTOR shall refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY's Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR's services hereunder.

9.7 Ambiguity

No ambiguity in this Agreement may be interpreted against any one Party by virtue of that Party being drafter of the Agreement. The PARTIES acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

9.8 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both PARTIES.

9.9 Notice of Delays

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other Party.

9.10 Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the PARTIES. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement.

9.11 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by Appendix A, Standard Provisions for CITY Contracts (Rev. 5/26 [v.1]), followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

ARTICLE 10 - INCORPORATION OF DOCUMENTS

10.1 Entire Contract

This Contract and appendices represent the entire integrated contract of the PARTIES and supersedes all prior written or oral representations, discussions, and contracts. This Contract may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Appendix A: Standard Provisions for CITY Contracts (Rev. 5/26 [v.1])

Appendix B: Sample Proposed Project Cost Breakdown

Appendix C: Sample Project Schedule

Appendix D: Insurance Requirements (Form Gen. 146)

Appendix E: Confidentiality Agreement

Appendix F: Travel Policy

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.

(Signature Page to Follow)

IN WITNESS THEREOF, the PARTIES hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES
a municipal corporation
acting by and through its BOARD
OF RECREATION AND PARK
COMMISSIONERS

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

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

[CONTRACTOR'S NAME]

By: _____
[SIGNATORY'S NAME & TITLE]

Date: _____

By: _____
[SIGNATORY'S NAME & TITLE]

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns
Deputy City Attorney

Date: _____

Agreement Number: _____

APPENDIX A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN 1
PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT 1
PSC-3. TIME OF EFFECTIVENESS 1
PSC-4. INTEGRATED CONTRACT/AMENDMENT 2
PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS 2
PSC-6. WAIVER 3
PSC-7. SUSPENSION 3
PSC-8. TERMINATION 3
PSC-9. INDEPENDENT CONTRACTOR 5
PSC-10. CONTRACTOR'S PERSONNEL 5
PSC-11. ASSIGNMENT AND DELEGATION 6
PSC-12. PERMITS 6
PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT 6
PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED . 7
PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS 7
PSC-16. BONDS 8
PSC-17. INDEMNIFICATION 8
PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION 8
PSC-19. INTELLECTUAL PROPERTY WARRANTY 9
PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS 9
PSC-21. OWNERSHIP AND LICENSE 11
PSC-22. DATA PROTECTION 12
PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING 15
PSC-24. INSURANCE 16
PSC-25. BEST TERMS/MOST FAVORED NATIONS 17
PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR 17
PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION 17
PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE 18
PSC-29. ACCESS AND ACCOMMODATIONS 19

PSC-30. **Business Inclusion Program** 19
PSC-31. **Restrictions on Campaign Contributions and Fundraising in City Elections** 20
PSC-32. **Contractors' Use of Criminal History for Consideration of Employment Applications** 20
PSC-33. **Limitation of City's Obligation to Make Payment to Contractor** 21
PSC-34. **Compliance with Identity Theft Laws and Payment Card Data Security Standards** 21
PSC-35. **Possessory Interest Tax** 21
PSC-36. **Taxes** 22
PSC-37. **Confidentiality** 22
PSC-38. **Contractor Data Reporting** 23
PSC-39. **Signatures** 23
Exhibit 1 **Insurance Contractual Requirements** 24

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

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

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

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

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR's** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and **CONTRACTOR's** obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY's** requirements and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

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

PSC-11. ASSIGNMENT AND DELEGATION

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

A. Assign or otherwise alienate any of its rights under this Contract by operation of law or otherwise, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

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

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

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

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

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

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

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

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

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

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

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

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

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

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

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

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

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

PSC-24. INSURANCE

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

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

PSC-25. BEST TERMS/MOST FAVORED NATIONS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

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

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

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

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

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

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

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

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

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

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

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

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

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

Zero Waste (Los Angeles Administrative Code Section 10.53)

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

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

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

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

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

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

PSC-37. CONFIDENTIALITY

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

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

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

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

PSC-38. CONTRACTOR DATA REPORTING

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

PSC-39. SIGNATURES

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

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name:_____ Date: _____

Agreement/Reference: _____

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

Limits

_____**Workers' Compensation (WC) and Employer's Liability (EL)**

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

WC _____ *Statutory*
EL _____

_____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____

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

_____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

_____ **Pollution Liability** _____

☐ _____

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

Other: _____

_____

_____

_____

Appendix B - PROPOSED PROJECT COST BREAKDOWN

Appendix B is a Sample Proposed Project Cost Breakdown for a Task Order based on a Lump Sum Payment Basis. Contractors shall include a Proposed Project Cost Breakdown in their proposals when responding to Task Order Solicitations.

Appendix B - Proposed Project Cost Breakdown

All tasks are to be billed at percent completion rates			
TASK NO.	**TASK NAME**	**DELIVERABLE**	**Total**
0	Project Management	A record of coordination and action items in PDF format	
		Total Task 0	
1	Project Initiation and Kick-Off	Work plan and project schedule	
		Project website that will host all project related information and content	
		A records of minutes for all meetings	
		Total Task 1	
2	Conduct and Coordinate Steering Committee Meetings	Meeting Coordination and meeting minutes	
		A work plan for the set-up and organization of Steering Committee meetings.	
		Conduct Steering Committee Meetings	
		Total Task 2	
3	Conduct and Coordinate Technical Advisory Committee Meetings	A record of minutes for all meetings.	
		Conduct Technical Advisory Committee meetings	
		A work plan for the set-up and organization of Technical Advisory Committee meetings.	
		Total Task 3	
4	Research, Analysis, Government and Stakeholder Input	Summary of meeting notes, surveys, and analysis of information received.	
		Draft versions of Research and Analysis findings.	
		Final versions of Research and Analysis findings.	
		Valid maps detailing parcel ownership & boundaries, site conditions, etc.	
		Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.	
		Total Task 4	
5	Community Outreach and Public Participation	A work plan detailing the community outreach strategy and timeline.	
		All presentation, written, graphic and social media materials.	
		Survey	
		Site research and stakeholder identification	
		(10) Focus group meetings to collect early-stage ideas and feedback	
		(2) community workshops	
		Up to (9) mobile engagements	
		Up to (2) public virtual meetings to collect early-stage ideas and feedback	
		Updates to the Website	
		A detailed written summary of community and public input and survey results and all other records (i.e. sign in sheets, meetings, notes and/or video recordings).	
		Total Task 5	
		Prepare Project Description/Preliminary Studies	
		Initial Study/Notice of Preparation, up to one (1) public comment meeting in person and on appropriate Internet formats.	
		Provide Initial Study in digital Word/Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Initial Study. Provide 50 printed copies of the Initial Study summary for public distribution.	
		Prepare technical studies and identify mitigation measures as needed.	

Appendix B - Proposed Project Cost Breakdown

All tasks are to be billed at percent completion rates			
TASK NO.	**TASK NAME**	**DELIVERABLE**	**Total**
6	Prepare a Program-level Environmental Impact Report (EIR) per the Requirements of the California Environmental Quality Act (CEQA)	Prepare two Administrative Draft EIRs for internal RAP review, prepare and distribute Draft EIR	
		Host up to three (3) public meetings during 60-day EIR review period, provide court reporter services, and provide public outreach and meeting notification, preparation support, and printed materials. File Notice of Completion/Notice of Availability.	
		Draft EIR - Provide one copy of each draft survey/technical report in digital MSWord or Google document format. Once revisions have been approved by the RAP, please publish and distribute Draft EIR as described in the 'Scope of Work Details' section and provide one (1) printed copy and one (1) pdf copy.	
		Final EIR - Provide one copy of Final Program EIR in digital MSWord or Google document format. Please assume up to two (2) cycles of internal review. Once the drafts are revised and approved by RAP, provide one (1) printed copy and one (1) digital PDF file of the Final Program EIR.	
		Total Task 6	

Appendix B - Proposed Project Cost Breakdown

All tasks are to be billed at percent completion rates			
TASK NO.	**TASK NAME**	**DELIVERABLE**	**Total**
7	Implementation Plans	Conceptual Framework Plan showing opportunities and constraints	
		Context analysis drawings, design logic drawings, site plans, sections, 3-dimensional drawings for each concept	
		Graphics for concepts including four (4) perspectives, one (1) aerial renderings and 3D working model per concept	
		Boundary and topographic drawings	
		Brief narrative descriptions of any proposed new design features, of potential recreational and environmental improvements, including their purpose and function.	
		Written comments from internal/external reviews.	
		Up to seven (7) presentations to staff of the City's formal review boards as required to solicit comments and feedback.	
		Up to twelve (12) presentation of schematic alternatives to stakeholders and documentation of feedback	
		Identification of permitting requirements for the proposed scenario features.	
		Preparation of conceptual project cost estimates and cost benefit analyses for each alternative, as well as summaries of the advantages and disadvantages of each alternative.	
		Identify and provide cost estimates for utility relocation and identify any new easements that may be required for utility relocations and drainage areas.	
		Perform a drainage concept study for each design alternative in comparison with the existing drainage patterns and facilities, including determination of type and cost of changing drainage patterns.	
		Final Master Plan Drawings including: illustrative site plan, up to fifteen (15) illustrative sections, planting strategy and supporting graphics,sustainable strategy and hydrology strategy.	
		Preliminary estimated project costs should be organized to help secure funding for final design, engineering, construction and project management, and should consider phased funding.	
		the three Master Plan alternative scenarios will be presented in public forums (including 1 open house and one virtual meeting) and will be posted on the project web site.	
		3 Master Plan alternative scenarios presented to (10) focus groups	
		Final Master Plan opinion of probable cost	
		Final Master Plan phasing strategy	
		All written and graphic materials needed to conduct presentations.	
		Monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.	
		Total Task 7	
8	Draft Master Plan Report and Presentation	Six (6) hard bound copies, one (1) electronic, print ready copy of the Draft Master Plan, and a web version of the Master Plan, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all Master Plan features; a proposed decision-making framework; and recommendations that guide the future of RAP	
		Three (3) presentations by the Consultant of the Draft Master Plan to the combined City entities with representatives from other agencies involved in the project.	

Appendix B - Proposed Project Cost Breakdown

All tasks are to be billed at percent completion rates			
TASK NO.	**TASK NAME**	**DELIVERABLE**	**Total**
8	Presentation	Presentations by the Consultant of the Draft Master Plan to the public in two (2) separate forums.	
		Draft Master plan presented to (10) focus groups	
		All written, graphic and digital materials needed to conduct presentations of the Draft Master Plan.	
		Any other written, graphic or digital materials needed to explain the Draft Master Plan.	
		Total Task 8	

Appendix B - Proposed Project Cost Breakdown

All tasks are to be billed at percent completion rates			
TASK NO.	**TASK NAME**	**DELIVERABLE**	**Total**
9	Final Master Plan Document and Collateral Materials	Six (6) hard bound copies, one (1) electronic, print ready copy and a web ready version of the Final Master Plan Report, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all Master Plan features; and recommendations for RAP.	
		Color renderings and diagrams of the final Master Plan for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards	
		Create a physical model to illustrate the Final Master Plan design.	
		Digital presentation materials to be used for the City's formal review committees, various City boards, appropriate City policy committees, Council offices, Mayor's office, and others as required.	
		Up to three (3) presentations by the Contractor of the Final Master Plan for review and/or approval. RAP will work with the Contractor to combine these presentations where feasible.	
		Presentations by the Consultant of the Final Master Plan to the public in two (2) separate forums.	
		1 On-site Activation	
		Any other written, graphic and digital materials needed to conduct presentations.	
		Total Task 9	
		TOTAL PROJECT COST	

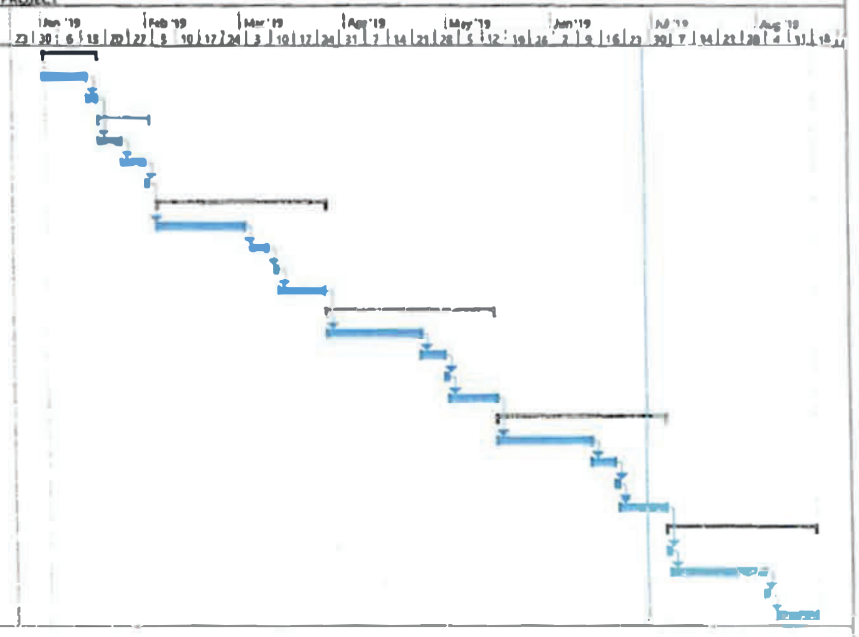
APPENDIX C - SAMPLE PROJECT SCHEDULE

Appendix C is a Sample Project Schedule. Contractors shall include a Project Schedule in their proposals when responding to Task Order Solicitations.

Appendix C

SAMPLE PROJECT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Task 0 Project Setup**	**12 days**	**Wed 1/2/19**	**Thu 1/17/19**		
2		QA/QC Plan	9 days	Wed 1/2/19	Mon 1/14/19		
3		Project Setup	3 days	Tue 1/15/19	Thu 1/17/19	2	
4		**Task1 - Preliminary**	**11 days**	**Fri 1/18/19**	**Fri 2/1/19**		
5		Reserch City Deliverable	5 days	Fri 1/18/19	Thu 1/24/19	3	
6		Field Survey	5 days	Fri 1/25/19	Thu 1/31/19	5	
7		Public Meeting	1 day	Fri 2/1/19	Fri 2/1/19	6	
8		**Task 2 30% Design**	**36 days**	**Mon 2/4/19**	**Mon 3/25/19**		
9		30% Design	20 days	Mon 2/4/19	Fri 3/1/19	7	
10		QA/QC	5 days	Mon 3/4/19	Fri 3/8/19	9	
11		30% Design Deliverable	1 day	Mon 3/11/19	Mon 3/11/19	10	
12		City Review	10 days	Tue 3/12/19	Mon 3/25/19	11	
13		**Task 3 60% Design**	**36 days**	**Tue 3/26/19**	**Tue 5/14/19**		
14		60% Design	20 days	Tue 3/26/19	Mon 4/22/19	12	
15		QA/QC	5 days	Tue 4/23/19	Mon 4/29/19	14	
16		60% Design Deliverable	1 day	Tue 4/30/19	Tue 4/30/19	15	
17		City Review	10 days	Wed 5/1/19	Tue 5/14/19	16	
18		**Task 4 90% Design**	**36 days**	**Wed 5/15/19**	**Wed 7/3/19**		
19		90% Design	20 days	Wed 5/15/19	Tue 6/11/19	17	
20		QA/QC	5 days	Wed 6/12/19	Tue 6/18/19	19	
21		90% Design Deliverable	1 day	Wed 6/19/19	Wed 6/19/19	20	
22		City Review	10 days	Thu 6/20/19	Wed 7/3/19	21	
23		**Task 5 100% Design**	**32 days**	**Thu 7/4/19**	**Fri 8/16/19**		
24		100% Design	1 day	Thu 7/4/19	Thu 7/4/19	22	
25		QA/QC	20 days	Fri 7/5/19	Thu 8/1/19	24	
26		100% Design	1 day	Fri 8/2/19	Fri 8/2/19	25	
27		City Review	10 days	Mon 8/5/19	Fri 8/16/19	26	



Project: Project1
Date: Fri 6/28/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

APPENDIX D - INSURANCE REQUIREMENTS

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date: 2026-03-17

Contractor/Vendor Name:

Agreement/Reference: As-Needed Park Master Planning Consulting Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: $1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured**: Yes**

Min. Limit: $1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: $1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions)**: Yes**

Min. Limit: $1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

Property Insurance (to cover replacement cost of building - as determined by insurance company)**: No**

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds**: No**

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: https://kwikcomply.org/ and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

APPENDIX E - CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Contractor Name

Appendix E - Confidentiality Agreement

I _____, (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

_____

Print Contractor Name Contractor Signature

_____

Print Contractor Title Date

Contractor Address

_____

_____

Agreement Number _____

APPENDIX F - CITY TRAVEL POLICY

1.8 TRAVEL

1.8.1 Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) "Accountable Plan" criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller's Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:

- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the "50-mile" rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual's primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

1.8.2 Terms and Definitions

Authorized Approvers: Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

Headquarters: This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

Official City Business: Activities of an employee or elected official that demonstrates:

- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

Per Diem Expenses: Lodging, meals, and incidental expenses while traveling on official City business.

Primary Residence: This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

Other Travel Expenses: These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

Transportation Expenses: Costs to transport the employee for official City business.

Travel: Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

Travel Days: Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

Travel Expenses: Per diem, transportation, and other travel expenses incurred while traveling on official City business.

1.8.3 Controller Responsibilities

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

1.8.4 Department Responsibilities

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:

- Serve as the primary contact for travel coordination and processing;
- Ensure travelers have read and understood the City Travel Policy;
- Review travel authority and expense documents for compliance with City policies;
- Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
- Ensure that unallowable and/or unapproved expenses are not paid;
- Track credits from canceled airline reservations;

- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

1.8.5 Documenting and Approving Travel Plans (Travel Authorities)

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

1.8.6 Other Required Approvals and Notifications

A. Travel for Department Heads and Commissioners

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

B. Travel to Sacramento or Washington D.C.

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

C. Travel Related to Advocacy and Intergovernmental Relations

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

D. Foreign Travel involving more than one City Commissioner

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

1.8.7 Transportation Expenses

A. Transportation Selection Criteria

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
3. Added per diem costs

B. Airline Travel

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:

- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

C. Alternate Mode of Transportation (other than airline travel)

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

1) Private automobile
   a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
   b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
   c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
   d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
   e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
   f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.

2) Automobile rental
   a) Travelers should select a mid-size or smaller rental car
   b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
   c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
   d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
   e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
   f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

A. Lodging/Hotel

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or “authorized/sponsor” hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an “authorized/sponsor” hotel.
- If a room is not available at the meeting/convention hotel or any of the “authorized/sponsor” hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

B. Meals and Incidental Expenses (M&IE)

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:

- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to $5 per day.

1) M&IE Reimbursement Limits – Travel with Overnight Lodging

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding $25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

M&IE Reimbursement Methods for Travel with Overnight Lodging Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip				
Methodology	**Receipts Required**	**Reimbursement Cap at Destination**	**Prorated Reimbursement Cap for Travel Day/Conference Provided Meal(1)/"50-mile" Rule Exceptions**	**Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal (2)**
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs *up to* federal per diem amount for destination	Reimburse actual costs *up to* 75% of federal per diem amount for destination	Reimburse actual costs *up to* full federal per diem amount for destination
Method 3: Actual costs capped at $60/day	Yes	Reimburse actual costs *up to* $60 per day	Reimburse actual costs *up to* $45 per day	Reimburse actual costs *up to* $60 per day
(1) Hotel complimentary breakfasts do not constitute a meal.				
(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.				

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the “50-mile” rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding $25.
- Traveler must attach a signed “One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement” form to the PES.

1.8.9 Other Travel Expenses

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee**: Airline fee for the first checked-in baggage is reimbursable.

- **Airport Parking**: Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:

    - Burbank Airport Lot A
    - John Wayne Airport Main Street Lot
    - Long Beach Airport Lot B
    - LA International Airport Lot C
    - Ontario International Airport Lot 5

  For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

  In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.

- **Hosting While Traveling**: Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.

- **Registration, Seminar or Meeting Fees**: Reimbursement of registration, seminar or meeting fees where required is allowed.

- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.

- **Gratuities**: Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. **However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of "incidental expenses" and therefore not reimbursed separately from the M&IE limit**.

- **Laundry Service**: Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.

- **Telephone Calls**: One personal telephone call to the employee's immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as “exceptions” on the travel authority and/or PES documents, along with the justification for the exception.

A. Airline Travel

- Airfare other than for coach class may be allowed under any of the following conditions:
    - Medical necessity certified by a competent medical authority
    - Exceptional security circumstances
    - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is in excess of 14 hours and the traveler is required to report to duty the following day or sooner
    - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
    - Use of other than coach-class accommodations results in overall cost savings.
    - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

B. Alternate Modes of Transportation

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
    - Insufficient car space for the number of City employees traveling together
    - Insufficient car space to accommodate work-related equipment
    - Terrain of destination requires a certain type of vehicle
    - Medical necessity certified by a competent medical authority
    - No extra cost for upgrade.
    - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

C. Lodging/Hotel

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.

- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an

agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.

- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the "Excess Lodging Reimbursement Justification" form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller's Office at the end of the calendar year.

D. Other Travel Expenses

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.

- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.

- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or $60 per day.

- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or $60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.

- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

E. Lodging and Meals and Incidental Expenses for travel under 50 miles

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the "50-mile" rule under one of the following conditions:
- Conference/meeting starts before 8 a.m. or ends after 6 p.m.
- Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
- Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

1.8.11 Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

1.8.12 Personal Expense Statement (PES) and Required Documentation

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of $25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.

1.8.13 Foreign Currency

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:

- Credit card statement showing conversion of foreign-denominated expenses to USD
- Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
- Verifiable foreign exchange rates from the internet

1.8.14 Travel Advances

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

- Travel advances can be issued for up to 90% of the traveler's total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City's authorized business travel service provider. No travel advance check will be issued for any amount under $500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
    - Travel authority number
    - Name of traveler
    - Travel period
    - Destination
    - Purpose of the trip and nature of the City business to be conducted
    - Cash advance request, with written justification and pre-approval by Department Head
    - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a "Will-Call" basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

1.8.15 Travel Reimbursements Reported As Taxable Income

Departments must monitor and track the following types of reimbursements and report them to the Controller's Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler's IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller's Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

1.8.16 Related Resources

Travel forms and additional information are available on the Controller website. Questions regarding "Will-Call" policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

	FMS Guidance	
Subject Area	**Procedure**	**Training Manual**
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller's Fiscal Oversight and Support Section.