

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
LEXISNEXIS

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and LEXISNEXIS, a division of Reed Elsevier, Inc. and LexisNexis Risk & Information Analytics Group, Inc. 1265 Oak Hill Avenue, South Pasadena, California 91030 ("Provider").

WHEREAS, the City Attorney's serving the Harbor Department in order to perform their mandated duties require access to an internet-based legal research platform;

WHEREAS, LexisNexis offer unique and authoritative instant access to legal case law and other data and is the official publisher of California Court decisions, is the only on-line legal research service offering access to Shepherd's, an indispensable legal research tool and is offering LexisNexis Advance, offering an ability to conduct "Google like" research of all sources within Lexis and outside of Lexis on the world wide web; and

WHEREAS, Provider possesses unique and unparalleled extensive experience in providing a computer based legal research platform.

WHEREAS, Provider, by virtue of background and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor does it have the facilities to provide this service nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY PROVIDER

A. Provider hereby agrees to provide to City, as an independent contractor, technical and expert services in the nature of access to internet-based legal research services, of a temporary and occasional character as set forth in the Subscription Plan Amendment for State/Local Government Exhibit A ("Scope of Work").

B. Provider, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Provider, Provider is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from

performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Provider acknowledges and agrees that it lacks authority to provide any services outside the Scope of Work. Provider further acknowledges and agrees that any services it provides outside the Scope of Work are provided as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be provided in a competent manner in the reasonable discretion of the City Attorney or his or her designee ("City Attorney"). Obligations of this Agreement are and shall be the responsibility of Provider.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Provider, upon its request, all information and materials of City which may lawfully be supplied to Provider and which are necessary for it to perform its obligations.

B. The City Attorney or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Provider and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date it is approved by the Board of Harbor Commissioners, or November 1, 2012, whichever is earlier. Provider is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement.

B. This Agreement shall be in full force and effect commencing from the Effective Date and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Provider thirty (30) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Provider is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Provider is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Provider agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Provider is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Provider at the rates set forth in Exhibits A and B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be One Hundred and Fifty Thousand Dollars (\$150,000).

C. Provider shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Provider and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Provider's Signature)

D. Provider must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the City Attorney or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Provider shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Provider shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Provider shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be accessible to and open for inspection at the Provider's place of business in Los Angeles, CA, by City, its auditors or other authorized representatives, upon no less than ten (10) days prior written notice. Such books and records shall be maintained by Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. Provider shall at no cost to the City furnish any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Provider arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Provider or any individual or entity acting for or on behalf of Provider, and (c) without regard to whether such writings have

previously been provided to City. Provider shall provide City at Provider's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Provider's office or facilities which are engaged in the performance of the Scope of Work. Provider shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Provider's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement.

VII. INDEPENDENT CONTRACTOR

Provider, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Provider shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

IX. INDEMNIFICATION

The Provider, agrees to protect and hold harmless, and defend or settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, trade secret or copyright infringement, related to services or software provided by Provider, asserted against the City by such third party provided: (i) the cause of the infringement was not due to the City's or its users use of the software or services in violation of the terms of this agreement; and (ii) any modification to the software or services by the City or its users without the consent or participation of the Provider which are the cause of the infringement. Further, the Provider shall also protect and hold harmless, defend or settle any action or proceeding of any kind or description based upon a third party's claim of death or personal injury of any person or for property damage related to the negligent acts or omissions of the bidder in the performance of its obligations hereunder. The City shall give Provider prompt notice of any claim under this provision shall give Provider the sole right to control and direct the investigation, defense and settlement of each such claim. The City shall reasonably cooperate with Provider in connection with the foregoing. If notified promptly in writing of any such claim, demand or a judicial action set forth above that is brought against the City, Provider will pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Provider thirty (30) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Providers or perform the services described in this Agreement either during or after the term of this Agreement.

XI. AFFIRMATIVE ACTION

The Provider, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

XII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Provider shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit F.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Provider shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Provider must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Provider shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of City Attorney.

XV. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVI. TRADEMARKS, COPYRIGHTS, AND PATENTS

As provided in Article IX herein, Provider agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any third party claims of infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Provider in the performance of this Agreement.

XVII. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Provider relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Provider or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Provider is required to safeguard such information from access by unauthorized personnel.

XVIII. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to City Attorney's Office, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Provider shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XIX. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all Providers and suppliers of materials and supplies provide a TIN to the party that pays them. Provider declares that its authorized TIN is 52-1471842. No payments will be made under this Agreement without a valid TIN.

XX. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Provider shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXI. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Provider is obligated to fully comply with all applicable state and federal employment reporting requirements for the Provider's employees.

The Provider shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Provider will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Provider will maintain such compliance throughout the term of this Agreement.

XXII. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Provider shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Provider and pursue any and all other legal remedies that may be available. See Exhibit G.

XXIII. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Provider and its Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Provider is required to provide and update certain information to the City as specified by law.

Provider and its Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXIV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Provider agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXV. INTEGRATION

This Agreement, including the Exhibits hereto, contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or

statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVI. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXVII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XXVIII. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXIX. MODIFICATION IN WRITING

Except as set forth in the Exhibits hereto, this Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXX. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach

or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXI. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. The terms of the body of the Agreement shall have equal weight with the terms in the Exhibits. With regard to the use of the online research services being provided hereunder, in the event of a conflict or any inconsistency between the body of the Agreement and the Exhibits, the Exhibits will control. References to Articles are to Articles of this Agreement unless stated otherwise.

XXXII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
Executive Director

Attest: _____
Secretary

LEXISNEXIS



Dated: 1/8/13

By Erin Preston

Erin Preston/Pricing Analyst
(Print/type name and title)

Attest Katie Plante

Katie Plante/Pricing Analyst
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

[Signature], 2013
CARMEN A. TRUTANICH, City Attorney

By [Signature]
CHRISTOPHER B. BOBO, Assistant

CBB/aeb
12/21/2012

Rev. 07/01/12
4825-7041-0258, v. 1

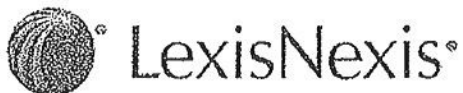
Account #	54110	W.O. #	000
Ctr/Div #	0120	Job Fac. #	000
Proj/Prog #	000		

Budget FY: Amount:

2012-13	26,000
2013-14	39,500
2014-15	40,500
2015-16	44,000
TOTAL	150,000

For Acct/Budget Div. Use Only:

Verified by: [Signature]
Verified Funds Available: Anita [Signature]
Date Approved: 1/17/13



"Subscriber": Los Angeles Office of the City Attorney - Harbor Division	"LN": LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
100FAC	San Pedro, CA
112QIG	"

3. CERTIFICATION

Subscriber certifies, by completing all highlighted areas, that on the date this Amendment is signed by Subscriber there are 14 judges and attorneys, and 11 government professionals for a total of 15 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	LEXIS only and Related Services	SBOLX0	Full
(b)	Matthew Bender CA Lit package	MTCA08	
(c)	NEXIS	WSTNNX	
(d)	Public Records: Docket	SPR001	
(e)	Public Records: Verdict	SPR002	
(f)	Public Records, less SmartLinx	RK0001	
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	11/1/2012	to 10/31/2013	\$ 3029
Beginning	11/1/2013	to 10/31/2014	\$ 3104
Beginning	11/1/2014	to 10/31/2015	\$ 3166
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until November 30, 2012. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

**PORT OF LOS ANGELES - OFFICE OF THE CITY
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THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.



Matthew Bender CA Lit package

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Phone: 323/256-2608
Email: debora.belvoir@lexisnexis.com
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- California Trial Guide
- Deskbook on the Management of Complex Civil Litigation

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Additional Sources-1 Sources

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Deborah O. Belvoir
 phone: 323-256-2608
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 debora.belvoir@lexisnexis.com

Class Action & Derivative Action materials

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 Trial case law for CT, DE, NJ, NY, OH, PA, VA

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 Decisions from 87 separate federal agencies, all included in one easily searchable file

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Federal Local Trial Court Rules
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 IRS Private Letter Rulings and Technical Advice
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IRS Service Center Advice Memos

IRS Tax Litigation Bulletin

IRS Taxpayer Information Publications, 1984

IRS Taxpayer Information Publications, 1985

IRS Taxpayer Information Publications, 1986

IRS Technical Memoranda

Office Comptroller Currency Enforcement
 Decisions

Office Comptroller Currency Interpretative Letters
 (Published)

Office Comptroller Currency Interpretative Letters
 (Unpublished)

Office Comptroller Currency News Releases

Office Fed Contract Compliance Programs
 Decisions

Office of Adjudication & Appeals Hearings

Office of Chief Admin. Hearing Officer

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 Law Judge

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Office of Thrift Supervision Director's Decisions

SEC Litigation Releases

SEC News Digest

SEC No-Action, Interpretative & Exemptive
 Letters

SEC Releases

Secretary of Labor Decisions

MEDICAL

Bibliographic information from the National
 Library of Medicine for more than 3500
 worldwide clinical and research journals dating
 back to 1966. Along with this information, access
 will be available to medical journals &
 newsletters, as well as information on drug
 interactions, cancer, poison, disease, trauma &
 medical administration.

LITIGATION

Several resources in the following areas: evidence
 and procedure publications, forms, jury reference,
 expert directories, Andrews publications, jury
 instructions, pre-trial/trial practice, as well as
 general litigation references and legal publications.

- NITA A Practical Guide to
 Negotiation
- NITA Arbitration Advocacy
- NITA California Rules of
 Evidence w/Objections
- NITA Colorado Rules of
 Evidence w/Objections
- NITA Combined National
 Institute for Trial Advocacy
 files
- NITA David Ball on Damages
- NITA Expert Commentary
- NITA Federal Rules of
 Evidence w/Objections
- NITA Guide to Texas Civil
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- NITA How To Do Your Own
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 - NITA Theater Tips & Strategies for Jury Trials
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- MEDICAL LITIGATION MATERIALS**
- American Family Physician
 - American Hospital Formulary Service Drug Monographs
 - American Journal of Psychiatry
 - Angiology: Journal of Vascular Disease
 - Annals of Neurology
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 - Cancer Treatment Symposia
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 - Dental Practice & Finance
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 - Directory of Healthcare Group Purchasing Organizations
 - Directory of Hospital Personnel
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 - FDA 510(k) Premarket Notifications for Medical Devices
- Handbook on Injectable Drugs: References
 - Harvard Health Policy Review
 - Health Affairs
 - Health Care Acquisitions, Tech. Transfer, Licensing & Sources of Capital Dir.
 - Health Care Financing Admin. Program Manuals
 - Health Law Vigil
 - HMO/PPO Directory
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 - Journal of Cardio Pharm & Thera
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 - Manual of Mental Disorders
 - McKnight's Long-Term Care News
 - Medical Device Register
 - Medical Device Register - International Edition
 - Medline Reference written between 2000-2002
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 - Memory, Trauma Treatment And The Law
 - Mosby's Medical Drug Reference
 - PDQ Cancer Reference File
 - PDQ Cancer Terminology
 - PDQ Cancer Treatment Protocols
 - PDQ Health Professional Information File
 - PDQ Organization Directory
 - PDQ Patient Information File
 - PDQ Physician Directory
 - Pediatrics
 - Physicians Desk Reference
 - Physicians Desk Reference Non-Prescription Drugs
 - Product Development Directory
 - Public Health Reports
 - Surgery, Gynecology and Obstetrics
 - Taber's Medical Cyclopedia Dictionary
 - The Lancet
 - Vascular Surgery
 - Webster's Medical Dictionary
- CLE MATERIALS**
- Listings of Continuing Legal Education (CLE) seminars (current and archived), CLE materials, and information on CLE providers and administrator offices. Additionally, course of study materials on various topics from the American Law Institute-American Bar Association Committee on Continuing Professional Education (ALI-ABA).

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 - Fork-Delaware General Corporate Law
 - Director of Corporate Counsel
 - Scott on Trusts
 - Securities Regulation, 3rd Edition
 - Broker-Dealer Law & Regulation
 - Deposition Handbook
 - Deposition Practice Handbook
 - Civil Discovery & Deposition
 - Discovery Practice
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 - Law of the Year 2000
 - Dealing with IRS Service
 - Federal Income Tax Debt Institution
 - Taxation of Fiduciary & Benefits
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 - Standards of Tax Practice
 - Tax Court Litigation
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 - Journal of Property Tax Management
 - Handbook Illinois Evidence
 - New York Evidence Handbook
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 - Directory Corporate Counsel Companies

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 • Butterworths Banking Law Update
 • Butterworths Best Value Manual
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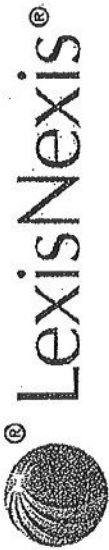
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- Michigan Law & Practice
- Michie's TrialSearch Trial Transcripts
- National Institute for Trial Advocacy materials
- National Law Journal
- National Narrowcast Network (NNN) Transcript
- National Underwriters
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- State Issue Briefs (historical)
- State Jurisprudences - FL, IL, Dummell MN Digest, NY, OH, TN, TX, VA/WV
- State Net Capitol Journals for: CA, IL, MA, MI, OH, PA
- State Notes Today
- Supreme Court Summaries
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- Tax Notes Today
- Tax Analysts Publications
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 - Tax Analysts' Model Convention Documents
 - Tax Analysts' monthly Exempt Organization Tax Review magazine
 - Tax Analysts' monthly Insurance Tax Review magazine
- Texas Law Review
- U.S. Attorney's Manual Files
- U.S. Digest, L.Ed.
- U.S. Supreme Court Briefs
- U.S. Office of Personnel Management, Operating Manuals
- Tax Analysts' State Governments Taxing Authorities Directory
- Tax Analysts' State Tax Notes
- Tax Analysts' State Tax Rates
- Tax Analysts' State Tax Regulations
- Tax Analysts' State Tax Statutes
- Tax Analysts' Tax Notes International
- Tax Analysts' Tax Notes Today
- Tax Analysts' Tax Professionals Directory
- Tax Analysts' Tax Treaties Data
- Tax Analysts' Tax Treaty News
- Tax Analysts' weekly Letter Ruling Review magazine
- Tax Analysts' weekly State Tax Notes magazine
- Tax Analysts' weekly Tax Notes International magazine
- Tax Analysts' weekly Tax Notes magazine
- Tax Analysts' weekly Tax Practice and Controversies magazine
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The SPORTS library provides a collection of news, analysis, and biographical information on the world of sports. Included are the full text of such sports publications as Sports Illustrated, as well as the Sports sections of major newspapers and newswires. Use this library to locate information on sporting events and sports figures.

PEOPLE

The People library contains biographical sources, people-related news sources and selected biographical stories, obituaries and business related stories covering company executives.

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Legal, news, company and country information from and about the United Kingdom.

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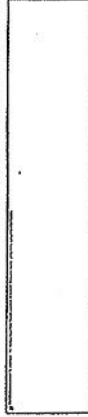
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Legal: Matthew Bender-1
Matthew Bender's What's It Worth
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November 1, 2012 to October 31, 2013 - \$3,029 per month

November 1, 2013 to October 31, 2014 - \$3,104 per month

November 1, 2014 to October 31, 2015 - \$3,166 per month

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	PROPOSED				ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Contract Amount Percentage
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Directions:
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DBE)

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT F

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_____ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or 2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.
- A Non-LBE is any business that does not meet the definition of a LBE

Signature _____
Printed Name _____

Title _____
Date Signed _____

NOTARY

On this _____ day of _____, 20_____, before me appeared
_____ to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by _____
Name of Firm

to execute the affidavit and did so as his or her free act and deed.

SEAL

Notary Public _____
Commission Expires _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: _____
Business Name: _____ Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

EXHIBIT G

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits.

Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.