

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
COMPLETE DISCOVERY SOURCE, INC.

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 COMPLETE DISCOVERY SOURCE, INC., a New York corporation, 250 Park Avenue, Fl. 18, New York, NY 10177. ("Consultant").

WHEREAS, City requires the services of a qualified firm to provide electronic discovery software services in order to facilitate the review, management, and production of records for the purposes of litigation and responses to California Public Records Act ("CPRA") requests; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis; and

WHEREAS, Consultant possesses extensive experience in dealing with discovery software services; and

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

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

WHEREAS, the City of Los Angeles - Office of the City Attorney selected Consultant from a competitive bid process and entered into contract with Consultant on November 29, 2021 – Contract No. C-139510;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONTRACT NO. C-139510

The terms in Contract No. C-139510 are incorporated and attached as **Exhibit A**. Notwithstanding anything in this Agreement to the contrary, in the case of any inconsistency between the terms in Contract No. C-139510 and this Agreement and its exhibits, the terms in this Agreement shall be controlling.

2. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in **Exhibit B** ("Scope of Work").

B. Consultant, 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 Consultant, Consultant 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. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

3. 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 of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution 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 Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in **Exhibit C**.

B. The maximum payable under this Agreement shall be Three Hundred Thousand Dollars (\$300,000). The total sum payable under this Agreement shall be based on need and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

C. Consultant 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 Consultant 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.

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director 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.

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

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (**Exhibit D**) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

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

6. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

7. 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 Consultant ten (10) 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 consultants or perform the services described in this Agreement either during or after the term of this Agreement.

8. 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 General Counsel of the City Attorney's Office, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California

90733-0151, and notice to Consultant 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.

9. 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. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

10. MODIFICATION IN WRITING

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.

11. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

12. 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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(Signature page follows)

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: _____, 2022

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

COMPLETE DISCOVERY SOURCE, INC.

Dated: September 15, 2022

DocuSigned by:
By: Dino E. Medina
27CF8568980C439
Dino E. Medina GC

(Print/type name and title)

Attest: Matthew Milone
Digitally signed by Matthew Milone
DN: cn=Matthew Milone, o=CD5, ou,
email=mmilone@cdslegal.com, c=US
Date: 2022.09.15 13:55:21 -0400'

Matthew Milone/ Director of Federal Operations

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

9-22, 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
MINAHPARK, Deputy

Account #	<u>54410</u>	W.O. #	
Ctr/Div #	<u>0120</u>	Job Fac. #	
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	<u>2022-23</u>		<u>500,000</u>
	<u>2023-24</u>		<u>75,000</u>
	<u>2024-25</u>		<u>175,000</u>
	TOTAL		300,000
For Acct/Budget Div. Use Only:			
Verified by:	<u>M. Ugalde</u>	Melody Ugalde	2022.09.16 15:16:27 -0700'
Verified Funds Available:	<u>Fallie</u>	Digitally signed by Frank Liu	Date: 2022.09.16 16:45:15 -0700'
Date Approved:	<u>9/16/2022</u>		

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: _____, 2022

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

COMPLETE DISCOVERY SOURCE, INC.

Dated: September 15, 2022

DocuSigned by:
By: Dino E. Medina
27CF656B96DC439...
Dino E. Medina GC

(Print/type name and title)

Attest: Matthew Milone
Digitally signed by Matthew Milone
DN: cn=Matthew Milone, o=CDS, ou,
email=mmilone@cdslegal.com, c=US
Date: 2022.09.15 13:55:21 -04'00'

Matthew Milone/ Director of Federal Operations

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
MINAHPARK, Deputy

Account #	_____	W.O. #	_____
Ctr/Div #	_____	Job Fac. #	_____
Proj/Prog #	_____		
Budget FY:		Amount:	
TOTAL			
For Acct/Budget Div. Use Only:			
Verified by:	_____		
Verified Funds Available:	_____		
Date Approved:	_____		

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: _____, 2022

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

COMPLETE DISCOVERY SOURCE, INC.

Dated: September 15, 2022

DocuSigned by:
By: Dino E. Medina
27CF656B960C439...
Dino E. Medina GC

(Print/type name and title)

Attest: Matthew Milone
Digitally signed by Matthew Milone
DN: cn=Matthew Milone, o=CDS, ou,
email=mmilone@cdslegis.com, c=US
Date: 2022.09.15 13:55:21 -04'00'

Matthew Milone/ Director of Federal Operations

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

9-22, 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
MINAHPARK, Deputy

Account #	<u>54410</u>	W.O. #	_____
Ctr/Div #	<u>6120</u>	Job Fac. #	_____
Proj/Prog #	<u>000</u>		
Budget FY: Amount:			
	<u>2022-23</u>	<u>50,000</u>	
	<u>2023-24</u>	<u>75,000</u>	
	<u>2024-25</u>	<u>175,000</u>	
	<u>TOTAL</u>	<u>\$ 300,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>M Ugalde</u>	Melody Ugalde 2022.09.16 15:16:36 -07'00'	
Verified Funds Available:	<u>Jalili</u>	Digitally signed by Frank Liu Date: 2022.09.16 16:53:26 -07'00'	
Date Approved:	<u>9/16/2022</u>		

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

Contractor: Complete Discovery Source, Inc.

Regarding: Electronic Discovery Services for the Los Angeles
City Attorney's Office

Said Agreement is Number C-139510

EXHIBIT A

**Professional Services Agreement
Electronic Discovery Services**

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- Attachment A – Standard Provisions for City Contracts (Rev. 10/21 [v.4])
- Attachment B – Scope of Work
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EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND COMPLETE DISCOVERY SOURCE, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Los Angeles City Attorney's Office ("City Attorney" or "Department") and Complete Discovery Source, Inc., a New York corporation ("Contractor") (each a "Party" and collectively "Parties"), with reference to the following:

RECITALS

1. WHEREAS, City requires the services of a qualified firm to provide electronic discovery software services in order to facilitate the review, management, and production of electronically stored information for the purposes of litigation and responses to California Public Records Act ("CPRA") requests; and
2. WHEREAS, the services required are of an expert, specialized, and technical nature, and are temporary and occasional in character; and
3. WHEREAS, City, pursuant to Section 372 of the Los Angeles City Charter, issued a request for proposals on or about July 2, 2021 (RFP No. 200508) seeking proposals from vendors qualified to perform the required electronic discovery services; and
4. WHEREAS, City, following an extensive review of such proposals, selected Contractor, Complete Discovery Source, Inc., as the most qualified proposer; and
5. WHEREAS, the Parties hereto wish to enter into an agreement pursuant to which the Contractor will perform the work and furnish the deliverable as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the Parties hereby covenant, represent, and agree as follows:

ARTICLE A – PURPOSE AND SCOPE OF WORK

1. Purpose. City Attorney requires access to electronic discovery review platforms to process, analyze, review, convert, and produce electronically stored information ("ESI") of varying file types and formats, and from a variety of operating systems and electronic devices, as part of discovery during litigation, during investigations, or in response to California Public Records Act ("CPRA") requests. The purpose of this Agreement is to engage Contractor to: (i) provide City Attorney access to, and use of, Contractor's Relativity electronic discovery platform, (ii) provide training and support for City Attorney's use of electronic discovery software programs; and

EXHIBIT A

- (iii) provide other ESI practice support services as needed and mutually agreed upon by City and Contractor.
2. Scope of Work. Contractor shall provide, as directed by City, the ESI-related services set forth in **Attachment B – Scope of Work**, which is incorporated herein by reference.

ARTICLE B – NOTICES AND TERM

1. Representatives of the Parties and Service of Notices

- 1.1 The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:

- 1.1.1. The representative of City will be, unless otherwise stated in the Agreement:

Brent Nichols
Deputy City Attorney
200 N. Main St., 7th Floor
Los Angeles, CA 90012
(213) 978-8130
brent.nichols@lacity.org

With copies to:

Candy Pabalan
Business Office Manager
200 N. Main St., 8th Floor
Los Angeles, California 90012
candy.pabalan@lacity.org

- 1.1.2. The representative of Contractor will be:

Dino E. Medina, General Counsel
Complete Discovery Source, Inc.
250 Park Avenue, Fl. 18
New York, NY 10177

With copies to:

Nyi Htwe, Chief Technology Officer
Complete Discovery Source, Inc.
250 Park Avenue, Fl. 18
New York, NY 10177

EXHIBIT A

- 1.2 Notices. Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by email, personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
 - 1.3 Change of Party Representative. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Section 1.2 within five (5) business days of said change.
2. Time of Performance. The term of this Agreement will commence on December 1, 2021 and will end on November 30, 2024, subject to the termination provisions herein and availability of City budgeted funds.
 - 2.1 Ratification Clause. 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 C – DATA SECURITY AND PRIVACY

1. Data Ownership. 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 (as that term is defined below) for the purposes of this Agreement. The 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. Subject to the applicable media and professional services fees set forth in **Attachment D – Fee Schedule**, the City may request an export of City Data stored within the systems or held by Contractor in any standard format requested by 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.

2. Data Protection
 - 2.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use,

EXHIBIT A

disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data.

- 2.2 Contractor shall implement and maintain appropriate administrative, technical, and organizational 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 not less stringent than the measures Contractor applies to Contractor's own non-public data of similar kind.
 - 2.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and, when not actively in use by authorized City users, in transit, and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
 - 2.4 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.
3. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of its obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations. 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 negotiate execution of an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.
4. Disclosure of Information. In no event will Contractor, its employees, agents or subcontractors, disclose any detailed information regarding City's claims management program or about any individual claimant, including even confirmation of the existence or non-existence of a claim, without the express written permission of City, except as necessary to conduct its business and provide the services identified in this Agreement. Contractor will issue no press release and will not respond to any media inquiry regarding the program as a whole or an individual claimant.
5. Confidential Information.
 - 5.1 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

EXHIBIT A

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 City. Contractor must submit a signed copy of **Attachment C - Confidentiality Agreement**, that is attached hereto, and incorporated herein, and require it from each subcontractor. Such Confidentiality Agreement shall be reviewed annually by Contractor with its employees involved in the provision of services hereunder.

- 5.2 Contractor shall be responsible for safeguarding all City claims and property provided for Contractor's use or in Contractor's care, custody and control. At the close of each workday, checks, cases, files, supplies, equipment and computer access shall be secured by Contractor.
- 5.3 All documents, records and information provided by City to Contractor, or accessed, reviewed or produced by Contractor, during performance of this Agreement, including but not limited to employee/claimants' medical information, shall remain the property of City. All documents, records, and information provided by City to Contractor, or accessed, reviewed, or produced by Contractor during performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information").
- 5.4 Contractor agrees not to provide Confidential Information, or disclose its content or any information contained in it either orally or in writing, to any other person or entity. Contractor agrees that all Confidential Information used or reviewed in connection with Contractor's work for City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. Contractor shall be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in its possession.
- 5.5 Any Confidential Information provided by City to Contractor, or accessed, reviewed or produced by Contractor, during performance of this Agreement, shall be made available to its employees, agents, and subcontractors only on a need-to-know basis.
- 5.6 Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with Contractor's work for City from City facilities or Contractor's office without prior approval from City. Contractor shall, at the conclusion of this Agreement, or at the request of City, promptly return to City any and all Confidential Information and all other written materials, notes, documents or other information

EXHIBIT A

obtained by Contractor during the course of work under this Agreement. Contractor shall not make or retain copies of any such information, materials or documents. Contractor and its employees, agents, and subcontractors may have access to confidential medical records information, which access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law.

- 5.7 Contractor shall implement such reasonable and prudent measures to keep secure and private medical history information accessed by its employees, agents and subcontractors during the performance of this Agreement as are required by law and this Agreement. Contractor shall advise its employees, agents and subcontractors of this confidentiality requirement.
 - 5.8 City represents and warrants that it has the authority to disclose all Confidential Information provided to Contractor under this Agreement and is not bound by any law, regulation, obligation, or verbal or written agreement, with any person or entity that would prohibit or restrict City from having disclosed any Confidential Information provided to Contractor hereunder, provided that Contractor adheres to the confidentiality provisions herein.
6. Provision of Data. Upon termination of this Agreement for any cause or reason (including City's breach), and subject to the applicable media and professional services fees set forth in Attachment D, Contractor shall provide City with a copy of all City Data in Contractor's possession in any standard format requested by City.

Contractor shall transition City Data efficiently, cooperatively, responsibly, and according to industry best practice standards. City shall be responsible for the reasonable cost of transition. Contractor and its employees, agents, and subcontractors may have access to confidential medical records information, which access is controlled by statute.

7. Data, Development, and Access-Point Location. Storage of City Data shall be located in the 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 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 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 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

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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. 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 (24) 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 reasonable 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 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.

- 8.1 Data Breach Liability. If City is subject to third-party claims for liability for any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend against any such third-party claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

9. Firewalls and Access Controls

- 9.1 Access Precautions. The Contractor shall use precautions, including, but

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not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

- 9.1.1 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;
 - 9.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 9.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.
- 9.2 Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:
- 9.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 9.2.2 Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 9.2.3 Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- 9.3 Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data.
- 9.4 Client User IDs. Contractor may issue City's users of Contractor's e-discovery platforms identification and authentication credentials containing unique identifiers to access Contractor's instances of such platforms (collectively, "Client User IDs"). City acknowledges and agrees that Client User IDs and any passwords associated therewith are unique to each e-discovery platform user and the City shall ensure that its employees and permitted agents, consultants and contractors do not share their respective allocated Client User IDs or passwords with any other individual. City warrants that each e-discovery platform user will comply with all applicable

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laws in connection with their use of Contractor's e-discovery platforms. CONTRACTOR SHALL NOT BE LIABLE FOR BREACHES OF SECURITY OR SECURITY INCIDENTS TO THE EXTENT CAUSED BY CITY'S AUTHORIZED E-DISCOVERY PLATFORM USERS' NEGLIGENCE OR USE IN VIOLATION OF THIS AGREEMENT.

10. 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 with seven (7) days prior written notice to Contractor, 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 (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. Prior to disclosing any information provided by contractor pursuant to this Article C, Section 10, City shall notify Contractor and give it an opportunity to object and/or seek judicial relief.
11. 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. Subject to Article C, Section 10, upon execution of this Agreement and thereafter within three (3) 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.
12. 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 D – PAYMENT AND INVOICING

1. Payment Terms and Deliverables. Contractor shall, in accordance with this Agreement, invoice City for any services rendered under this Agreement on a monthly basis. City shall pay each undisputed invoice or portion thereof within thirty (30) days from the date of invoice receipt ("Due Date"). City shall notify Contractor in writing of any disputed amount within one year of receipt of the invoice for the services in dispute. The Parties shall utilize commercially

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reasonable efforts to amicably resolve any billing dispute within fifteen (15) days of the date CDS has actual notice of said disputed amount. City's total obligation under this Agreement, which is subject to amendment as the parties mutually deem necessary or advisable, shall not exceed \$900,000 for the term of this Agreement for complete and satisfactory performance of the terms at the rates set forth in **Attachment D – Fee Schedule**, which is incorporated herein by reference.

2. Limitation of City's Obligation to Make Payments to Contractor.

2.1 Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the 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 the City and the 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 the City appropriates additional funds for this Agreement.

2.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall employ additional staff for special projects on an as-needed basis as determined by City. Compensation for such staff, and/or related expense, will be mutually agreed upon in writing when the need for such staff arises.

3. Invoicing

3.1 Contractor shall invoice City only for providing the tasks, deliverables, goods, services, and other work specified in this Agreement. Contractor shall provide the services at the rates set forth in **Attachment D – Fee Schedule**, which is incorporated herein by reference.

3.2 Invoices must be submitted by email to:

Office of the City Attorney
C/O Litigation Expense Management Unit (LEMU)
att.lemu@lacity.org

3.3 To ensure that services provided under personal services contracts are

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measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

- 3.4 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
- i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice, and date service was completed
 - iv. Contract number or authority (purchase order) number
 - v. Description of completed task and amount due for task with appropriate and complete supporting documentation
 - vi. Payment terms, total due and due date
 - vii. Certification by a duly authorized officer
 - viii. Discount and terms (if applicable)
 - ix. Remittance Address (if different from Contractor's address)
- 3.5 All invoices shall be submitted electronically and will be on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted on a calendar month basis and within thirty (30) days after the month of service. Invoices submitted must be accompanied by a report detailing the staff assigned to City's account for that month. Such staffing report shall include the staff member's name, title, date of assignment to position, date of separation or absence from position, name of replacement with start date, number of hours worked, pay rate, amount paid, and a summary of how fee adjustments, if any, were derived. Monthly invoices shall reflect credits for staffing vacancies in accordance with Section 3 - Invoicing. Contractor shall also credit total monthly penalties and interest on monthly invoices. City reserves the right to audit staffing reports and adjust billings to recover overpayments, if any. In order to facilitate such audits, Contractor shall provide timesheets and/or payroll records upon City's request.
- 3.6 Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time prior to approval of invoice.
- 3.7 Invoices for services completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their

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charges.

- 3.8 ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the 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.
- 3.9 City Approval of Invoices. In no event shall payment be made prior to City's verifying and approving: 1) the services were satisfactorily received; 2) the work was approved and; 3) a full and complete invoice has been submitted. Payment shall be made within thirty (30) calendar days of receipt of an accurate invoice and only after such invoice has been approved for payment by City's representative in accordance with Article D(1). Invoices are considered complete when appropriate documentation is signed off as satisfactory by City's Fiscal Officer.

ARTICLE E – REPRESENTATIONS AND WARRANTIES

1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.
2. Compliance with Statutes and Regulations. Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

ARTICLE F – STANDARD PROVISIONS FOR CITY CONTRACTS

1. Standard Provisions for City Contracts. Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 10/21 [v.4])**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.
2. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC

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Section 10.50.1.

ARTICLE G – MISCELLANEOUS

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 [Exhibit 1] to **Attachment A, – Standard Provisions for City Contracts (Rev. 10/21, [v.4])**. 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 Contractor to City.
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.
3. Contractor's Personnel & Subcontractors. Except as expressly provided in Subsection 3.1 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. In the event City is dissatisfied with the performance of any Contractor personnel, City and Contractor shall meet in an effort to resolve such issues. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.
 - 3.1 Subcontractors/No Third Party Beneficiaries. 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. Nothing herein creates any privity between City and the subcontractors or is intended to create a third party beneficiary in any subcontractor.
4. 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.
5. Contractor's Interaction with the Media; Publicity. Contractor shall refer all inquiries from the news media to City, within 24 hours of receipt of such inquiry, 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

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Agreement or Contractor's services hereunder.

6. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.
7. 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.
8. 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
9. Entire Agreement. This Agreement 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. The parties acknowledge that they have read and understood this Agreement and had an opportunity to consult with counsel of their choosing.
10. 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 **Attachment A – Standard Provisions for City Contracts (Rev. 10/21 [v.4])**, followed by **Attachment B – Scope of Work**, followed by **Attachment C – Confidentiality Agreement**, followed by **Attachment D – Fee Schedule**, followed by any other exhibits or attachments to this Agreements in the order in which they are attached.

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)

EXHIBIT A

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

COMPLETE DISCOVERY SOURCE,
INC., a New York Corporation

By: Leela Kapur
MICHAEL N. FEUER
City Attorney

By: Dino Medina
DINO MEDINA
General Counsel

Date: 11/29/21

Date: 11/22/2021


APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: Brent L. Nichols
BRENT NICHOLS
Deputy City Attorney

By: Diana Cardejal  C-139510
Deputy City Clerk

Date: 11/29/2021

Date: 11/29/2021

City Business License Number 0002996575-0001-7
Internal Revenue Service Taxpayer Identification Number: 26-0074903
Agreement Number C-139510

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ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

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PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

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PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

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PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

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PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

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PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

You are a subcontractor on City of Los Angeles Contract # C-139510. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

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PSC-43. Confidentiality

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

PSC-44. COVID-19

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

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Form Gen. 133 (Rev.10/17)

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

EXHIBIT A

Form Gen. 133 (Rev. 10/17)

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.

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Required Insurance and Minimum Limits

Name: Complete Discovery Source, Inc.

Date: 11/16/2021

Agreement/Reference: Electronic Discovery Services

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)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability at least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as an addit

1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

1,000,000

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

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Cyber Liability and Data Breach

1,000,000

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

Crime Insurance

Other: Submitted to Brent Nichols, City Attorney 213-978-8134 on November 16, 2021

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

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

EXHIBIT A

Attachment B – Scope of Work

Contractor shall provide access to electronic discovery review platforms to process, analyze, review, convert, and produce electronically stored information ("ESI") of varying file types and formats, and from a variety of operating systems and electronic devices, as part of discovery during litigation, during investigations, or in response to California Public Records Act ("CPRA") requests. More specifically, Contractor shall: (i) provide City Attorney access to, and use of, Contractor's Relativity electronic discovery platform, (ii) provide training and support for City Attorney's use of electronic discovery software programs; and (iii) provide other ESI practice support services as needed and mutually agreed upon by City and Contractor. The services to be provided by vendor are set forth more fully below.

- A. Processing. Contractor shall, as directed by City, perform the following:
1. Upload and process data from all sources and custodians, including from current and legacy computer storage systems, personal network drives, laptops or personal computers, backup tapes, handheld devices (including phones and tablets), and other sources such as social media websites.
 2. Support the upload and processing of data in a forensically defensible manner (and in a manner consistent with requirements of courts) that maintains the integrity of the data such that the data may be produced in its native and near-native format.
 3. As part of processing, accomplish (i) extraction of packaged files, including e-mail attachments, (ii) extraction of metadata, (iii) deduplication, (iv) deNISTing, (v) optical character recognition, and (vi) conversion into reviewable form.
 4. Maintain parent/child relationship and file integrity between all data during processing.
 5. Preserve all metadata and metadata in the course of processing.
- B. Migration. Contractor shall, as directed by City, migrate data from any existing City e-discovery software solution (including, but not limited to, ZYLAB and any other solutions provided by Practice Aligned Resources, Inc.) to Contractor's Relativity environment.
- C. User Access. Contract shall allow multiple City users to access the platform simultaneously from multiple locations.
- D. Hosting and Review: Contractor shall host data as directed by City in its Relativity platform and give the City the ability to sort and segregate data by project and

EXHIBIT A

custodian. Contractor's platform shall provide the following capabilities:

1. The labeling and segregation of data by project, and the ability to sort and segregate data by project and by custodian.
2. The tagging of individual documents according to responsiveness, privilege, and user-created issue tags.
3. The searching of data utilizing keywords, queries, proximity modifiers, file types, tags, and metadata.
4. Generation of file exports based upon criteria directed by City.

E. Production: Contractor shall, as directed by City, provide the following production capabilities:

1. The production of documents consistent with all state and federal requirements for production of ESI; Productions under 15 GBs shall be provided within 24 hours of request by City, and larger productions shall be provided within 72 hours of request by City.
2. Imaging of files.
3. Application of bates stamp and confidentiality designations.
4. If requested by City, production in native format with the appropriate bates-stamp and confidentiality designations.
5. Redactions as directed by individual users.

F. Analytics: Contractor shall provide the use of both structured and conceptual analytics (including, but not limited to predictive coding, automatic redactions, clustering etc.)

G. Professional Services: Contractor shall provide access to CDS Project Management and Support Team Monday through Friday during the hours of 8 a.m. and 11 p.m. PT, and Saturday through Sunday during the hours of 8 a.m. and 6 p.m. PT (collectively "Normal Business Hours") to assist with case specific requests and continued maintenance and support of the CDS Relativity Environment, including all upgrades and enhancements to the solution at no additional cost. Contractor shall also provide training as requested by City. Contractor shall provide a dedicated point of contact (or designated backup) available to City during Normal Business Hours. Contractor, if requested by City, shall provide attorney reviewers at rates mutually agreed upon.

H. Reporting: Contractor shall, as directed by City, generate reports and logs (e.g. privilege logs) of varying formats utilizing custom and set tags, labels, and searches.

EXHIBIT A

Attachment C – Confidentiality Agreement

I Complete Discovery Source, Inc., (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 Confidential 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 Confidential 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 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.

EXHIBIT A

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 Information** has been returned or destroyed.

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

Dino Medina, for and on behalf of Complete Discovery Source, Inc. 

Print Contractor Name	Contractor Signature
GC	11/29/2021
Print Contractor Title	Date Contractor Address
250 Park Avenue, Fl 18	
New York, NY 10177	

Contract Number C-139510

EXHIBIT A

Attachment D – Fee Schedule

Contractor shall provide the services set forth in **Attachment B – Scope of Work**, at the following rates, with all services invoiced in accordance with the Agreement.

- A. Data Processing/Ingestion/Migration
 - a. \$35/GB for previously unprocessed data
 - b. \$10/GB for previously processed data being migrated or uploaded

- B. Hosting
 - a. \$5/GB per month for active storage (immediately accessible)
 - b. \$2/GB per month for nearline storage (will be moved to active storage immediately upon City's request)
 - c. \$1/GB per month for archived storage (will be moved to active storage within 48 hours of City's request)

- C. Production
 - a. Processing images to allow for redactions: \$110/hr for active tech time (no charge for machine time). Prior to processing images for redaction, Contractor shall provide the requestor an estimate of the necessary time and the requestor must approve the estimate before work commences.
 - b. Auto-redaction Blackout: \$0.35/page
 - c. Creation of production file: \$150/GB
 - d. Deliverable Physical Media: \$25/DVD or \$250/external hard drive

- D. Licenses
 - a. \$75 per user license per month

- E. Training
 - a. In-person or remote Relativity 101 training (unlimited number of sessions; will instruct trainees on use and capabilities of review platform, and processes for uploading, reviewing, and producing documents): No charge
 - b. Additional administrator or analytics training: \$110/hr

- F. Professional Services
 - a. On-site or off-site project management: \$110/hr
 - b. Technical support: No charge

EXHIBIT A

G. Analytics

- a. Advanced Analytics: Technology Assisted Review/ Clustering/ Categorization/Conceptual Searching/ Find Similar/ Keyword Expansions: \$35/GB one time charge

EXHIBIT B

Scope of Work

Contractor shall provide access to electronic discovery review platforms to process, analyze, review, convert, and produce electronically stored information ("ESI") of varying file types and formats, and from a variety of operating systems and electronic devices, as part of discovery during litigation, during investigations, and/or other requests involving the collection, processing, review and production of ESI. More specifically, Contractor shall: (i) provide the Harbor Department, City of Los Angeles access to, and use of, Contractor's Relativity electronic discovery platform, (ii) provide training and support for the Harbor Department's use of electronic discovery software programs; and (iii) provide other ESI practice support services as needed and mutually agreed upon by the Harbor Department and Contractor. The services to be provided by vendor are set forth more fully below.

- A. Processing. Contractor shall, as directed by the Harbor Department, perform the following:
1. Upload and process data from all sources and custodians, including from current and legacy computer storage systems, personal network drives, laptops or personal computers, backup tapes, handheld devices (including phones and tablets), and other sources such as social media websites.
 2. Support the upload and processing of data in a forensically defensible manner (and in a manner consistent with requirements of courts) that maintains the integrity of the data such that the data may be produced in its native and near-native format.
 3. As part of processing, accomplish (i) extraction of packaged files, including e-mail attachments, (ii) extraction of metadata, (iii) deduplication, (iv) deNISTing, (v) optical character recognition, and (vi) conversion into reviewable form.
 4. Maintain parent/child relationship and file integrity between all data during processing.
 5. Preserve all metadata and metadata in the course of processing.
- B. User Access. Contract shall allow the Harbor Department users to access the platform simultaneously from multiple locations.
- C. Hosting and Review: Contractor shall host data as directed by the Harbor Department in its Relativity platform with the ability to sort and segregate data by project and custodian. Contractor's platform shall provide the following capabilities:

EXHIBIT B

1. The labeling and segregation of data by project, and the ability to sort and segregate data by project and by custodian.
 2. The tagging of individual documents according to responsiveness, privilege, and user-created issue tags.
 3. The searching of data utilizing keywords, queries, proximity modifiers, file types, tags, and metadata.
 4. Generation of file exports based upon criteria directed by City.
- D. Production: Contractor shall, as directed by the Harbor Department, provide the following production capabilities:
1. The production of documents consistent with all state and federal requirements for production of ESI; Productions under 15 GBs shall be provided within 24 hours of request by City, and larger productions shall be provided within 72 hours of request by City.
 2. Imaging of files.
 3. Application of bates stamp and confidentiality designations.
 4. If requested by City, production in native format with the appropriate bates-stamp and confidentiality designations.
 5. Redactions as directed by individual users.
- E. Analytics: Contractor shall provide the use of both structured and conceptual analytics (including, but not limited to predictive coding, automatic redactions, clustering etc.)
- a. Professional Services: Contractor shall provide access to CDS Project Management and Support Team Monday through Friday during the hours of 8 a.m. and 11 p.m. PT, and Saturday through Sunday during the hours of 8 a.m. and 6 p.m. PT (collectively "Normal Business Hours") to assist with case specific requests and continued maintenance and support of the CDS Relativity Environment, including all upgrades and enhancements to the solution at no additional cost. Contractor shall also provide training as requested by City. Contractor shall provide a dedicated point of contact (or designated backup) available to City during Normal Business Hours. Contractor, if requested by the Harbor Department, shall provide attorney reviewers at rates mutually agreed upon and on the terms and conditions set forth in the Agreement.
- F. Reporting: Contractor shall, as directed by the Harbor Department, generate reports and logs (e.g. privilege logs) of varying formats utilizing custom and set tags, labels, and searches.

EXHIBIT C



Data Pre-Processing & Ingestion into Relativity	
Processing: Ingestion of raw data into Relativity Platform: Ingestion of culled and filtered dataset into Relativity for native review.	After receiving data from the FDA either over SFTP or on hard copy media, CDS ingests and converts raw data into a reviewable format. During this stage, the data is OCRed in order to generate text for searching
Processing: TIFFing/ Imaging Documents: Imaging of documents to allow for redactions and annotations. Billed based on EDD Tech Time not machine time	Tiffing is the act of imaging the documents to allow for redactions and markups on the face of the document
Loading Pre Processed into Relativity: Ingestion of load ready, scanned documents into Relativity (DAT, Images and OCR Text)	If the FDA is exporting from a platform, where data was already processed, CDS can load that preprocessed data into the system at a lower rate.
Dedicated SFTP for the FDA to transfer Data to CDS	Included in the contract
Data Hosting & User Licensing	
Case Set-Up: Case template coding forms, review workflow	This is included in the contract for every new matter that the FDA initiates
Data Hosting: Data storage in active review. Billed Monthly	Data hosting is the price of storing data in the CDS FedRAMP approved cloud month over month.
User Licenses (Reviewers): Per user access to the Relativity environment. Billed Monthly	User access to the system
User Set Up, Activation and Permission Setting	Included in the contract
Production Services	
Document Production: Conversion of responsive, non-privilege documents to specified production format	This is charged by the GB
Redaction and Endorsing: Application of bates numbers or other endorsement language to production images	Included in the contract
Loading Production to SFTP:	Included in the contract
Professional Services	
Relativity End User Training: In person or remote Relativity 101 Training	Included in the contract

EXHIBIT C



Additional Training: Administrator, Analytics, Certification etc.	This is charged at the Project Management rate. Our goal is to make sure that your team is as autonomous as possible in the database
Project Management (Onsite or Offsite): Full time Relativity Project Manager on site or off site at the FDA to oversee and advise on all Relativity functionality and best practices	This is billed on an hourly basis
Analytics	
Structured Analytics: Repeated Content Filtering/ Email Threading/ Near Duplicate Identification/ Foreign Language Identification	Included in the contract
Advanced Analytics: Technology Assisted Review/ Clustering/ Categorization/ Conceptual Searching/ Find Similar/ Keyword Expansion	Advanced Analytics are charged by the GB and any Project management time is setting, running and advising the FDA on best practices and execution

Pricing Schedule

Description	Price	Unit
Data Pre-Processing & Ingestion Into Relativity		
Processing: Ingestion of raw data into Relativity Platform: Ingestion of culled and filtered dataset into Relativity for native review.	\$35.00	GB (one-time fee)
Processing: TIFFing/ Imaging Documents: Imaging of documents to allow for redactions and annotations. Billed based on EDD Tech Time not machine time	\$110.00	Hour (one-time fee)
Loading Pre Processed into Relativity: Ingestion of load ready, scanned documents into Relativity (DAT, Images and OCR Text)	\$10.00	GB (one-time fee)
Dedicated SFTP for the FDA to transfer Data to CDS	Included	
Data Hosting & User Licensing		
Case Set-Up: Case template coding forms, review workflow	Included	

EXHIBIT C



Data Hosting: Data storage in active review. Billed Monthly	\$5.00	GB/ Per Month
User Licenses (Reviewers): Per user access to the Relativity environment. Billed Monthly	\$75.00	User/ Per Month
User Set Up, Activation and Permission Setting	Included	
Production Services		
Document Production: Conversion of responsive, non-privilege documents to specified production format	\$150.00	GB
Redaction and Endorsing: Application of bates numbers or other endorsement language to production images	Included	
Loading Production to SFTP:	Included	
Professional Services		
Relativity End User Training: In person or remote Relativity 101 Training	Included	
Additional Training: Administrator, Analytics, Certification etc.	\$110.00	Hour
Project Management (Onsite or Offsite): Full time Relativity Project Manager on site or off site at the FDA to oversee and advise on all Relativity functionality and best practices	\$110.00	Hour
Analytics		
Structured Analytics: Repeated Content Filtering/ Email Threading/ Near Duplicate Identification/ Foreign Language Identification	Included	
Advanced Analytics: Technology Assisted Review/ Clustering/ Categorization/ Conceptual Searching/ Find Similar/ Keyword Expansion	\$35.00	GB (one-time fee)
Brainspace Analytics (per document annually)	\$0.02	Doc/ Annually
Additional Services		
Auto Redaction: Blackout	\$0.35	Page

EXHIBIT C

Deliverable Media: DVD/ External Hard Drive	\$25.00/ \$250.00	Device
Archiving Options		
Near Line Storage: Data is still in the CDS FedRAMP Cloud and cannot be accessed by the end user but can be restored immediately if a matter becomes active	\$2.00	GB/ Per Month
Archive Storage: Data is still in the CDS Cloud and cannot be accessed by the end user but can be restored in 48 hours if a matter becomes active again	\$1.00	GB/ Per Month
Export to Media: CDS exports data to media that client then keeps in their possession until such time as a matter becomes active	\$110.00/ Cost of media	Hour/ Device

EXHIBIT D MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/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	Amount Paid to Date Percentage	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/DVBE/DBE)