

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
WEST PUBLISHING CORPORATION

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 WEST PUBLISHING CORPORATION ("WEST"), a Minnesota Corporation located at 610 Opperman Drive, Egan, MN 55123 ("Consultant").

WHEREAS, the Office of the City Attorney serving the Harbor Department requires access to an internet-based legal research platform; and

WHEREAS, West offers unique and authoritative instant access to legal case law and other data and resources that are updated frequently so that information is kept current; and

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. 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 A ("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.

Transmittal 1

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.

## 2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

## 3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be November 1, 2024, 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 Effective Date and shall continue until the earlier of the following occurs:

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

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for material breach or due to non-appropriation of funds under Section IV.

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 A. In addition to the rates set forth in Exhibit A, City shall pay a 1.25% monthly fee (no escalation) for use of the California Department of General Service Master Service Agreement No. 5-23-70-40-02 (“DGS fee”) as set for in Exhibit B.

B. The maximum payable under this Agreement, including the DGS fee, shall be One Hundred Seventy Nine Thousand Six Hundred Seventy Two Dollars (\$179,672.40).

C. Consultant shall submit invoices to City 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 C) 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. RECORDKEEPING AND AUDIT RIGHTS

Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be accessible upon reasonable notice and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement, unless a longer period of records is stipulated.

A. During the term of this Agreement, City may audit and review any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant as it relates to economic obligations under this Agreement and City's subscription and access to content as stated in the Scope of Work. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City copies of such writings within fourteen (14) calendar days of a written request by City. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured. Notwithstanding the other provisions of this Section 6, the City shall have no right to access, audit or review Consultants' and Subconsultants' intellectual property.

## 7. INDEPENDENT CONTRACTOR

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

8. BUSINESS TAX REGISTRATION CERTIFICATE

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

9. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the 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 Consultant'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 the ordinary, regular or grossly negligent acts or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier, provided, however, for claims other than Intellectual Patent infringement, gross negligence, intentional misconduct, fraud, and death of person or destruction of property, Consultants liability shall be limited to ten (10) times the annual contract amount. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

10. INTENTIONALLY OMITTED

11. 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 material breach if Consultant fails to cure the material breach within 30 days after being notified of such breach, upon giving the Consultant 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.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other

contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 12(A). All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. AFFIRMATIVE ACTION

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

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

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

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best

efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

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

15. CONFLICT OF INTEREST

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

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

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

17. GOVERNING LAW / VENUE

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



18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement, provided that City's use is within the terms of Consultant's license agreement.

19. INTENTIONALLY OMITTED

20. CONFIDENTIALITY

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

21. 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 Office of the City Attorney, Harbor Division, 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.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

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

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of

Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

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

25. EQUAL BENEFITS POLICY

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

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

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:



29. SEVERABILITY

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

30. CONSTRUCTION OF AGREEMENT

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

31. TITLES AND CAPTIONS

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

32. 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.

33. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

34. 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.

35. 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.

(Signature page follows)

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

Dated: \_\_\_\_\_, 2024

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

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: Senior SCM Consultant, 2024

WEST PUBLISHING COPORATION

By: <sup>DocuSigned by:</sup> Charles B. Mikesell  
Charles Mikesell  
Senior SCM consultant  
(Print/type name and title)

Attest: <sup>Signed by:</sup> Karen Scriven  
Karen Scriven  
Senior SCM consultant  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

October 10, 2024  
MICHAEL N. FEUER, City Attorney  
STEVEN Y. OTERA, General Counsel

By: Minah Park  
MINAH PARK, Deputy

Date: September 17, 2024

Contractor/Vendor Name: West Publishing Corporation

Account#	<u>54110</u>	W.O. #	<u>                    </u>
Ctr/Div#	<u>0120</u>	Job Fac.#	<u>                    </u>
Proj/Prog#	<u>000</u>		
Budget FY:		Amount:	
2024-25		\$39,139.20	
2025-26		\$59,491.58	
2026-27		\$60,681.42	
2027-28		\$20,360.20	
TOTAL:		\$179,672.40	

For Acct/Budget Div. Use Only

Verified by: Melody M Ugalde Melody Ugalde  
2024.09.19  
15:21:42 -07'00'

Verified Funds Available: Fallie Digitally signed by Frank Liu  
Date: 2024.09.19 17:19:34  
-07'00'

Date Approved: 9/19/24

## AGREEMENT EXHIBITS

EXHIBIT A: Scope of Work/Compensation

EXHIBIT B: CA Department of General Service Master Service Agreement No. 5-23-70-40-02, Exhibit A

EXHIBIT C: Subconsultant Monitoring Report Form

EXHIBIT D: Affirmative Action Program Provisions

EXHIBIT E. Small/Very Small Business Enterprise Program and Local Business Preference Program (not applicable to Westlaw)

EXHIBIT F: Equal Benefits Policy





Contact your representative [kristina.tierney@thomsonreuters.com](mailto:kristina.tierney@thomsonreuters.com) with any questions. Thank you.

**Sold To Account Address**

Account #: 1000628873  
LOS ANGELES CITY ATTORNEY  
HARBOR DEPT  
425 S PALOS VERDES ST  
SAN PEDRO CA 90731-3309 US

“Customer”

**Shipping Address**

Account #: 1000628873  
LOS ANGELES CITY ATTORNEY  
HARBOR DEPT  
425 S PALOS VERDES ST  
SAN PEDRO CA 90731-3309 US

**Billing Address**

Account #: 1000628873  
LOS ANGELES CITY ATTORNEY  
HARBOR DEPT  
425 S PALOS VERDES ST  
SAN PEDRO, CA 90731-3309  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

**ProFlex Products**  
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$4,832.00	36

**Minimum Terms**

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

**Acknowledgement: Order ID: Q-08418999**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 10/30/2024.

**Authorized West Publishing  
Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact your representative kristina.tierney@thomsonreuters.com with any questions. Thank you.

**Payment, Shipping, and Contact Information**
**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000628873

This order is made pursuant to: CA MSA-LOCAL 5-23-70-40-02 (CAL1)

**Order Confirmation Contact (#28)**

Contact Name: Park, Minah

Email: mpark@portla.org

**eBilling Contact**

Contact Name Minah Park

Email mpark@portla.org

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000628873	LOS ANGELES CITY ATTORNEY	425 S PALOS VERDES ST SAN PEDRO CA 90731-3309 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
13	Attorneys	43102993	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government
13	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
13	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
13	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
13	Attorneys	42958180	Practical Law with Dynamic Toolset, Government
13	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

**Account Contacts**

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Minah	Park	mpark@portla.org	EML PSWD CONTACT

**Lapsed Products**

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42958181	Practical Law with Dynamic Toolset, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
41933477	Westlaw Litigation Collection, Enterprise access, Government
42010204	Gvt - Form Builder For Government (Westlaw PRO™)
42077754	Westlaw All Analytical, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government

**Charges During Minimum Term**

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$4,832.00	2.00%	\$4928.64	2.00%	\$5027.21	N/A	N/A	N/A	N/A	Monthly

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**EXHIBIT A**



THOMSON REUTERS™

**Addendum to Order Form Q-08418999**

Subscriber: LOS ANGELES CITY ATTORNEY HARBOR DEPT

Account #: 1000628873

1. **Effect of Addendum.** The Order Form and its governing terms and conditions, (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

**2. Modifications to the Order Form – Post Minimum Term:**

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

**West Publishing Corporation**

**Subscriber**

\_\_\_\_\_

Signed \_\_\_\_\_

Accepted By \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT B**

MSA 5-23-70-40-02

**EXHIBIT A: STATEMENT OF WORK****1. STATEMENT OF WORK**

- A. The State of California, Department of General Services (DGS" or the State) and West Publishing Corporation dba West, A Thomson Reuters Business ("Contractor" or "West/Westlaw"), agree that Contractor will provide Electronic Information Library Services (EILS) to California state agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (collectively, "User Agencies) to access proprietary legal research, information, news databases, and print products as set forth in this Statement of Work (SOW). The Master Service Agreement (MSA, Contract or Agreement), which includes this SOW and applicable terms, shall refer to the EILS Contract between DGS and Contractor. User Agreements shall refer to purchase orders or contracts established under the MSA between User Agencies and the Contractor.
- B. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the use of the MSA is consistent with its procurement policies and regulations.
- C. The State reserves the right to revise this SOW in the future to include additional EILS options. Any revisions to the SOW or the Terms and Conditions will be made by amendment to this Agreement as mutually agreed upon by the State and Contractor.

**2. TERM**

- A. The term of this MSA is for a five (5) year period with two (2) optional extensions to extend for two (2) years. Extensions will be made by amendment to the MSA upon mutual agreement between Contractor and the State at the same rates, terms, and conditions.
- B. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This State's right to terminate for convenience under the Contract does not apply to print program User Agreements, however, print program User Agreements are subject to Exhibit B, paragraph 1, BUDGET CONTINGENCY CLAUSE.
- C. If Contractor fails to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the actual cost of engaging another contractor to perform the work.

**EXHIBIT B**

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D. User Agencies' agreements executed before the end of the MSA term may continue for up to twelve (12) months beyond the MSA.

**3. ORDER OF PRECEDENCE**

A. In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitutes this Agreement, the following descending order of precedence shall apply:

- 1) State of California Standard Agreement (STD 213)
- 2) Exhibit C: General Provisions – Information Technology GSPD-401IT (Effective 06/21/2022) (As Modified)
- 3) Exhibit D: Cloud Computing General Provisions (Effective 06/21/2022)
- 4) Exhibit E: Cloud Computing Special Provisions (Effective 03/15/2018)
- 5) Exhibit A: Statement of Work
- 6) Exhibit B: Budget Detail and Payment Provisions
- 7) Exhibit F: Insurance Provisions
- 8) Exhibit G: West Proposal and Pricing
- 9) Exhibit G Attachments I – IV: West General Terms and Conditions, Westlaw Schedule A, Clear Services Schedule A, Account Validation and Certification

The order of precedence cannot be amended in any other exhibit, attachment, addendum, or ordering document to this Agreement and shall only be amended upon written amendment by the Department of General Service's Procurement Division and Contractor. Neither Contractor nor any User Agency may amend the order of precedence in its agreement with Contractor.

**4. CONTRACT ADMINISTRATORS**

A. All inquiries during the term of this Agreement will be directed to the representatives listed below:

<b>State Contract Administrator</b>	<b>Contractor Contract Administrator</b>
<p><i>Louis Han</i> 707 3rd Street, 2nd Floor, MS-202 West Sacramento, CA 95605 Phone: (279) 799-3981 Email: <a href="mailto:Louis.Han@dgs.ca.gov">Louis.Han@dgs.ca.gov</a></p>	<p><i>Mark Martin, Enterprise Business Director, Government</i> 610 Opperman Drive Eagan, MN 55123 Phone: (415) 974-6275 Email: <a href="mailto:mark.martin@tr.com">mark.martin@tr.com</a></p>

B. Should a representative change, the party shall provide written notice within fourteen (14) calendar days of such change, without need for amendment.

**5. RESPONSIBILITIES**

A. Contractor

**EXHIBIT B**

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Contractor is responsible for the following:

1. Perform and deliver the services and/or goods under the MSA as described herein.
2. Respond to orders from User Agencies.
3. Shall not provide any services or products to User Agencies, except those services or products that are specifically within the scope of the MSA as defined in Exhibit G West Proposal, Pricing, and Attachments I - IV.
4. Agree to payment terms and conditions prior to providing a subscribed service or delivery of goods. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
5. Local Agency Incentive Fee
  - a. Contractor agrees to remit to DGS an incentive fee of an amount equal to 1.25 percent of quarterly invoiced sales to all local government agencies. This fee shall be added to the Contractor billing and recovered from all local agencies.
  - b. This incentive fee shall not be included in the User Agency's purchase price, nor invoiced separately to the User Agency. All prices quoted to a local agency shall reflect MSA pricing, including any and all applicable discounts, and shall not include add-on fees.
  - c. The Contractor is required to pay to DGS the local agency fee in the form of an electronic payment using DGS-PD LPA Payment Portal or by submitting a check payable to: Department of General Services (DGS), Procurement Division (PD). Contractor must include the Master Agreement Number on the check.
  - d. To submit Incentive Fees through PD EPAY, users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).
  - e. Contractor's payment of the local agency incentive fee is due whether or not the local agency has paid the Contractor for services.
  - f. Local agency fee checks are due for each quarter as follows:



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Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

g. Local agency fee checks shall be submitted to:

State of California  
 Department of General Services, Procurement Division  
 Attention: Master Agreements Program  
 707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
 West Sacramento, CA 95605

**B. User Agency Responsibilities**

The User Agency is responsible for the following:

1. Develop User Agreements and Purchase Orders that include, but are not limited to:
  - a. Scope, budget, schedule, and term;
  - b. Services/Goods required;
  - c. Authorized User information and Locations;
  - d. Deliverables; and
  - e. Payment terms and conditions.
2. Provide business information and data to facilitate the Contractor's work.
3. Designate individual(s) able to make decisions regarding the User Agency's program needs and requirements.
4. Execute and administer the User Agreement.

**C. DGS Responsibilities**

DGS is responsible for the following:

1. Execute and administer the EILS MSA.
2. Monitor quarterly invoice reports.

**EXHIBIT B**

Department of General Services  
Electronic Information Library Services (EILS)

3. Collect the Local Agency Fee.

**6. PURCHASING**

The following terms and conditions apply to purchases made under this MSA.

- A. User Agreement – Prior to rendering services, Contractor and State Agencies and Local Agencies must execute a separate User Agreement that incorporates all the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind or conflict with the terms and conditions of this MSA.

For State Agencies, such User Agreement shall be in the form of the Standard Agreement, STD 213 and/or Purchase Order, and for Local Agencies shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

- B. User Instructions – User Agencies may purchase under this MSA by following the User Instructions published at the Cal eProcure website:  
<https://www.caleprocure.ca.gov/pages/index.aspx>.

- C. Options – Contractor shall provide the following services under this MSA:

**Fixed Rate Plans:**

1. Option 1 – Legal Research
2. Option 2 – Investigative Research
3. Option 3 – Correctional

**Customized Plan:**

1. Option 4 – Legal Print Publications Plan
2. Option 5 – Custom Packages

- D. New Databases, Features, Services and Platforms – West may provide new databases, features, services, or platforms released during the term of this MSA (whether “third-party” databases or not). Prior to the Contractor making any new offerings available to the User Agencies, for which there will be additional charges, the State Contract Administrator will be notified of such changes to determine if the changes are a material change to the scope of the MSA and if an MSA Amendment is needed.

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Charges for new databases, features, services and platforms may be separate from and/or in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made generally available to West's other government subscribers under Exhibit G, West Attachment 2, Westlaw Schedule A. If any new databases, features, services, or platforms released during the term of this MSA are made generally available to government subscribers as part of their fixed rate agreement for the same subscription content, West will also make these same new databases, features, services, or platforms available to all User Agencies at no extra cost.

- E. Locations – Unless otherwise negotiated with Contractor in the User Agreement, each User Agency location must subscribe separately and access is limited to the agency's personnel at that location. User Agency and Contractor may agree upon multiple location access provided pricing does not exceed pricing detailed under sub-section C, above, Options 1-3.
- F. Authorized Users – Only users as authorized by the User Agency may access and use West products under the terms of this Agreement, and such use must be solely for purposes directly related to the User Agency's research and work.
- G. Passwords – Each user will be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is prohibited. If West learns that the product has been used by a person other than the person to whom the password has been issued, West may suspend, cancel or seek an amendment to the User Agreement to change the number of users in accordance with the Monthly Charge per User pricing detailed under sub-section C, above, Options 1-3.
- H. Password Rates – The Monthly Charge per User under each option will not be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that amend their User Agreement to change from one option to another will be effective on the first day of the month following receipt of an executed STD 213 or appropriate equivalent contract form for Local Agencies.
- I. Excluded Charges – User Agencies will receive content packages under sub-section C, above, Options 1A-1D, 2A-2G, and Option 5 as described in this MSA, and specified in the individual User Agreement. Access to and usage of any other databases, features, and services are excluded and will be billed separately as excluded charges.
  - 1. When a user tries to access excluded databases, features, and services, a warning screen will open with a message similar to the following: *Notice:*

**EXHIBIT B**

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*[Database name] is not included in your current plan. If you access [database name], you will incur an additional charge.*

2. If the user proceeds through the warning screen, the excluded databases, features, and services will be billed to the User Agency as incurred at the applicable then-current MSA rates provided in Exhibit G.
3. Contractor shall provide quarterly invoice reports detailing excluded charges by User Agency. State Agencies with excluded charges in excess of \$4,999.99 may be subject to DGS review of their purchasing activities.

West may make certain databases, features, or services excluded charges if contractually required by a third party data provider. Prior to the Contractor notifying the User Agencies of changes for which there will be additional charges, the State Contract Administrator will be notified of such changes to determine if the changes are a material change to the scope of the MSA and if an MSA Amendment is needed. User Agencies will receive online notification of the change. If this change constitutes a material change, the User Agency may renegotiate the terms of their User Agreement or terminate their User Agreement.

J. CLEAR Usage – This MSA allows for CLEAR usage up to ten times the CLEAR monthly charges in User Agreements for User Agencies who select subsection C, Option 2 above.. CLEAR usage is calculated by using then-current MSA rates provided in Exhibit G West Attachment III. Agency administrators may view their account’s usage via the account tool, QuickView+. In the event the User Agency’s CLEAR usage exceeds the CLEAR monthly charges set forth in this subsection J, searching and reporting may continue but Contractor may, at its option:

1. Limit the User Agency’s access to live gateways for the remainder of the month; or
2. Request that the parties enter into good faith negotiations for a User Agreement amendment to incorporate an adjusted fixed rate or plan change at rates not to exceed those described in Exhibit G.
3. User Agency and Contractor cannot come to agreement under J.2, then Contractor may terminate the User Agreement with 30-days written notice to User Agency.

K. Westlaw Public Records Usage – If the transactional value of a User Agency’s Westlaw Public Records usage exceeds the Westlaw monthly charges by more than 20 times in any month, Contractor may:

1. Limit access to live gateways for the remainder of the month; or

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2. Request the parties enter into good faith renegotiations for a User Agreement amendment to incorporate excess usage at rates described in Exhibit G.
3. If User Agency and Contractor cannot come to an agreement under Section K.1 or K.2, Contractor may terminate the User Agreement with 30-days written notice to User Agency.

Transactional value of your Westlaw Public Records usage is calculated based upon then-current rates in Exhibit G, Attachment II.

L. **Print & Print Programs** – Contractor shall provide the following Products and Services:

1. **Print:** West will provide User Agencies a discount of a minimum of 10% off the current listed rate Web pricing (<http://legalsolutions.thomsonreuters.com/law-products/law-books>) for purchase of eligible new print titles, with or without a Westlaw subscription. User Agencies must work with their local sales representative at the time of purchase to receive the discount.
2. **Multi Year Subscription Print Programs:** User Agencies may be eligible for additional discounts from Web pricing (<http://legalsolutions.thomsonreuters.com/law-products/law-books>) through Multi Year Subscription Print Programs such as Assured Print Pricing (APP), Library Management Arrangements (LMA), and West Complete. These Multi Year Subscription Print Programs offer discounts based on purchase volume and length of subscription term. User Agencies must work with their local sales representative to purchase.

M. **Ordering Documents** – User Agencies shall complete a STD 213, and/or Purchase Order, or appropriate equivalent contract form for Local Agencies, when placing orders. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

In addition to providing a completed, signed STD 213 and/or Purchase Order or similar local agency form, access to and usage of CLEAR under Option 2 requires completion of a current Account Validation and Certification (AVC) Form. A copy of the form is available from the West Representative. Samples of the AVC can be acquired from West before executing User Agreements.

The General Terms and Conditions – Thomson Reuters Legal Products, as modified for this MSA, is attached to Exhibit G and applies to all subscriptions, except software subscriptions. Software subscriptions are governed by the General Provisions – Information Technology GSPD-4011T (Effective 6/21/2022 – As Modified), attached as Exhibit C.

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N. Contractor Information – For the purposes of User Agreements, the Contractor shall be:

<b>Legal Contracting Entity:</b>	West Publishing Corporation
<b>Doing Business As (DBA):</b>	West, a Thomson Reuters Business
<b>Corporate Address:</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address:</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #:</b>	41-1426973
<b>DUNS #:</b>	14-850-8286
<b>Cage Code:</b>	89101

O. Processing – Orders will be processed as follows:

1. Option 4 & Library Management Arrangements (LMA): Service will begin the first day of the first month following receipt of the executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Agencies, provided adequate time is available for implementing the contract. In general, to implement a contract Contractor must receive the fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Agencies, no later than five (5) business days prior to the end of the month preceding the start of service.
2. Options 1, 2, 3, 5 & non-Library Management Arrangements (LMA): Service will begin 5-7 days following receipt of a fully executed STD 213, or appropriate equivalent contract form for Local Agencies, and after any necessary credentialing has been completed.

**7. DELIVERABLES**

The Contractor shall provide the following products and services:

- Descriptions and pricing of Subscription Services and Printed Products are provided in Exhibit G.

**8. PRICE ESCALATIONS AND DECLINES**

A. Online Subscriptions – Options 1, 2, and 3

1. Price Escalation  
 Prices shall be fixed for one (1) year starting from MSA effective date. The State and the Contractor have agreed to two percent (2%) annual price increases thereafter. The annual increases are reflected in the MSA pricing listed in Exhibit G. Price increases shall be effective on the first day of each one-year period after the initial MSA 1-year period.
2. Prior to rendering services, Contractor and a California State Agency or Optional User (as applicable) must execute a separate participating agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter,

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rescind, or be in conflict with the terms and conditions of this MSA.

**B. Print Products****1. Price Escalations**

Prices shall be fixed for one (1) year starting from MSA effective date. The State and the Contractor have agreed to annual price increases thereafter. All price increases will reflect a discount of a minimum of 10% off the listed Web pricing for initial purchases. Only one price escalation shall be allowed within any twelve (12) month period.

**2. Optional Extensions**

The annual increases will also apply to the two (2) optional two-year extensions, if executed. Extensions will be executed by amendment to this Agreement.

**C. Print Program Subscriptions (APP & LMA)****Price Escalations**

Prices shall be fixed for one (1) year. The State and the Contractor have agreed to six percent (6%) annual price increases for any two (2) year print term or five percent (5%) annual price increases for any three (3) year print term. If Contractor's actual price increases are less than the agreed upon annual six percent (6%) or five percent (5%), the State and all User Agencies will receive full benefit of the lesser increase. Only one price escalation shall be allowed within any twelve (12) month period.

**D. Price Decrease – Online Subscriptions, Print Products, and Print Program Subscriptions**

Price decreases shall become effective immediately upon any public notification of decreases. Should a price decrease be announced by the Contractor after Contract award, and prior to the State utilizing the services and/or goods, then the Contractor shall pass the savings in total to the State. Any interest, finance, or other charges based on the Contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total. Contractor shall notify the State Contract Administrator with a written notice of price decreases. The price decrease will become effective by amendment to this Agreement.

**9. TECHNICAL SUPPORT**

A. Contractor shall provide technical and customer support 24/7 at no additional cost.

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- B. Contractor shall provide Technical Support to User Agencies 24/7 via phone at 1-800-937-8529. If the phone number changes, Contractor shall notify the State and User Agencies online or in writing, as soon as practical or within five (5) business days.

**10. TRAINING**

Onsite training, web-based training and online self-training modules will be provided at no charge for all appropriate personnel. All training will be provided for authorized users with a current subscription and an assigned password for no additional charge.

**11. SETTLEMENT OF DISPUTES**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the User Agency's Director or their designee within ten (10) days of discovery of the problem.

- A. Except where the State has specifically retained the right in this Agreement to make the final decision on a matter which the Contractor must accept as final, any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Contractor and the User Agency Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designated representative) of the User Agency for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties to the State's policies and procedures. If agreement cannot be reached, either party may assert its other rights and remedies under this Agreement or with a court of competent jurisdiction.
- B. The rights and remedies of the State above are not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Contractor shall continue with the responsibilities under this Agreement during any dispute.

**12. CANCELLATION/TERMINATION**

The State may terminate this Agreement for cause and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- A. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract.
- B. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.



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- C. Notwithstanding any other provision of this Agreement or of law, if during the term and any extensions of this Agreement, the US government adopts or promulgates a law, regulation or policy prohibiting the State from entering into the contractual arrangement described in the Agreement, this Agreement shall immediately become void and of no further effect. Any sums otherwise due to the Contractor under this Agreement or by any other remedy of law for services performed shall be forfeited.

**13. REPORTING**

- A. Contractor shall submit quarterly invoice reports in an Excel spreadsheet for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- B. Contractor shall remit a quarterly report to the Department of General Services for service performed and/or goods purchased under this Agreement. The quarterly reports include, but are not limited to, the following information:
1. Date of each agency transaction
  2. User Agency name (department, agency, etc.)
  3. State or Local Agency
  4. Invoice number issued by the Contractor
  5. Corresponding User Agency User Agreement, Purchase Order or Contract number
  6. Plan or option purchases
  7. Add-on Content
  8. Excluded Charges
  9. Type of Service or Product purchased
  10. List Price, Contract Price, and total amount of invoice
  11. Local Agency Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- C. Tax must not be included in the report, even if it is on the Purchase Order. Reports are due each quarter as follows:

**EXHIBIT B**

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Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

- D. The State Contract Administrator will provide Contractor with a reporting template upon award. The State reserves the right to modify the reporting template or require Contractor to provide additional User Agreement information during the term of this MSA.
- E. Reports are required even if there is no activity during the reporting period.
- F. Any reports that do not follow the required format or that exclude information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State. Failure to submit accurate reports and/or check payments on a timely basis may constitute grounds for contract suspension.

**14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**15. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service furnished thereunder.

**16. Employment Of Undocumented Workers**

Contractor certifies that it has not, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented workers.

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**17. Federal Debarment**

The US Department of Labor requires that State Agencies which are expending federal funds of twenty-five thousand dollars (\$25,000) or more, have in the contract file, a certification by the Contractor that it has not been debarred or suspended from doing business with the fUS government. Each Contractor must provide this documentation upon request.

**18. Severability**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Publicity and Acknowledgement**

The Contractor agrees that it will acknowledge User Agency support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. Contract must obtain written approval from the State is required for the Contractor prior to making public releases pertaining to the Agreement or User Agreement, unless otherwise specified by the State.

**20. Waste Reduction**

In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

**21. Health and Safety**

A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term

**EXHIBIT B**

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“employee”, “worker”, “state worker” or “state employee” in health and safety mandates includes Contractor’s and subcontractor’s personnel.

B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon written request.

**22. Small Businesses (SB) and Disabled Veteran Business Enterprise (DVBE) Certification**

If Contractor bid as a certified SB or DVBE, Contractor shall remain SB or DVBE certified for the entire term of the MSA. Failure to maintain SB or DVBE certification may result in termination of the MSA.

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# EXHIBIT C MONTHLY SUBCONSULTANT MONITORING REPORT

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

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

	PROPOSED					ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	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/DBE)

**EXHIBIT D**

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**

**Sec. 10.8.4 Affirmative Action Program Provisions.**

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

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

**EXHIBIT D**

- Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

**EXHIBIT D**

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

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

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

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:



**EXHIBIT D**

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

**EXHIBIT D**

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**EXHIBIT E**

**(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM**

**(2) LOCAL BUSINESS PREFERENCE PROGRAM**

**(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:**

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

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

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

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

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

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the LABAVN by the time proposals are due.

**EXHIBIT E****(2) LOCAL BUSINESS PREFERENCE PROGRAM:**

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

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

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

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

**EXHIBIT F**

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

## EXHIBIT F

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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