

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, 2021 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 B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be One Hundred Thirty Eight Thousand Two Hundred Eighty Two Dollars (\$138,282) and according to the following schedule:

<b>Year</b>	<b>Annual Amount</b>
November 1, 2021- June 30, 2022	\$30,424
July 1, 2022 –June 30, 2023	\$45,940
July 1, 2023 – June 30, 2024	\$46,400
July1, 2024 – October 31, 2024	\$15,518
<b>TOTAL</b>	<b>\$138,282</b>

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. 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.

A. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of

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

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:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No.

\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

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

27. STATE TIDELANDS GRANTS

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

28. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

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.

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

Dated: \_\_\_\_\_, 2021

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

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

WEST PUBLISHING COPORATION

Dated: October 8, 2021

By: Alex Medrano

Alex Medrano, Assistant General Counsel  
(Print/type name and title)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

11/01/21, 2021  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: Minah Park  
MINAH PARK, Deputy

Rev. 7/26/19

Date: 08/24/2021  
 Contractor/Vendor Name: West Publishing Corporation

Account#	54110	W.O. #	
Ctr/Div#	120	Job Fac. #	
Proj/Prog#	000		
	Budget FY:	Amount:	
	21/22	\$30,424	
	22/23	\$45,940	
	23/24	\$46,400	
	24	\$15,518	
	TOTAL	\$138,282	

**For Acct/Budget Div. Use Only**

Verified by: Flora Khaw Digitally signed by Flora Khaw  
Date: 2021.10.13 08:56:18  
+07'00'

Verified Funds Available: *Flora* Digitally signed by Frank Liu  
Date: 2021.10.13 09:14:25  
+07'00'

Date Approved: 10/13/2021

## AGREEMENT EXHIBITS

EXHIBIT A: Scope of Work

EXHIBIT B: Consultant's Order Form

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

# EXHIBIT A

## Response to Scope of Work

We have thoroughly reviewed the requirements of this solicitation and are confident that Westlaw provides for a research solution that will satisfy the needs of POLA researchers. To help the POLA in evaluating our response, we are providing the following table that helps illustrate how our offer responds to each of the POLA's identified requirements.

Requirement	Applicable Westlaw Library/Feature
The City Attorney's Office and the Harbor Department are soliciting proposals from qualified vendors to assist the City Attorney's Office in providing a computer assisted legal research system including search engine designed for law, Internet access to legal library (collection of state and federal caselaw, statutes, regulations, court rules and administrative materials), associated databases, archives and public records.	<p>West's offer provides access to the following collections:</p> <ul style="list-style-type: none"> <li>▪ National Primary</li> <li>▪ Analytical Plus</li> <li>▪ Litigation</li> <li>▪ PeopleMap Premier and Company Investigator</li> </ul> <p>These comprehensive content sets not only provide a technically acceptable research solution for the POLA, but our proposed solution exceeds many of the identified requirements.</p> <p>Additionally, <b>Doc &amp; Form Builder</b> will allow POLA build and complete a variety of forms including California Judicial Council forms, Rutter forms, county forms, and jury instructions.</p>
Specific practice areas needed by POLA are Labor & Employment, Environmental, Intellectual Property, Litigation, Maritime Law, and Real Estate.	<p><b>Analytical Plus</b> combines analytical materials in all the practice areas and jurisdictions (including labor &amp; employment, environmental, intellectual property, litigation, maritime law, and real estate). Analytical Plus also provides access to ALR, All AMJUR, CJS, treatises, forms, law reviews and journals, jury instructions, and news. For a complete description, see page 16 of West's proposal.</p> <p>As optional add-on content, Practical Law contains practice notes, standard documents, checklists, legal updates, and articles in the areas of labor and employment, litigation, real estate, and intellectual property.</p>
Vendor should also provide litigation content such as information on active and inactive civil and criminal cases filed in state courts, U.S. Supreme Court, Court of Appeals, district courts and bankruptcy courts.	<p><b>Litigation</b> provides access to arbitration materials, briefs, trial court orders, jury verdicts, trial court documents, and dockets. For a complete description, see page 20 of West's proposal.</p>
A platform for public records searches for litigation or due diligence for a business transaction is also desired.	<p><b>PeopleMap Premier and Company Investigator</b> provides researchers with access to public records, including people locator resources; assets; adverse filings; licenses and registrations; and business and corporate records. For a complete description, see page 25 of West's proposal.</p>
Other additional information services include citation services, services to summarize the points of law within a case, annotated statutes, administrative materials, proposed and enacted legislation, and proposed and adopted regulations.	<p><b>National Primary</b> provides foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies. National Primary provides access to the following materials: Primary Law, Legislative History, Graphical Statutes, Regulations with Editorial Enhancements, PastStat Locator, and Bill and Regulation Tracking.</p> <p>West's attorney-editors have been providing exclusive <b>editorial enhancements</b> to case law, statutes, regulations, and other legal materials, which includes providing the most exhaustive verification and correction process in the legal publishing and information industry. No other research service can match our editorial experience.</p>

## EXHIBIT A

Requirement	Applicable Westlaw Library/Feature
	<b>KeyCite</b> is a full-service citator that helps users determine whether a proposition is good law by tracing the history of a case, statute, patent, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources. Westlaw is also the only citatory service that has the Federal Notice of Appeal flag which indicates when a case has an appeal pending in the U.S. Court of Appeals or the U.S. Supreme Court. For a complete description, see page 13 of West's proposal.

This table clearly demonstrates that Westlaw not only provides a technically acceptable research solution for the POLA, but that our proposed solution exceeds many of the identified requirements. Complete details about the offer are provided in the following pages. Please refer to our Pricing Proposal for complete pricing information.

# EXHIBIT A

## Included Content

### CONTENT SUMMARY

We have thoroughly reviewed the requirements in the scope of work and propose to meet the online legal research needs of POLA by providing users with access to Westlaw.

Based on analysis of usage patterns of our government customers, we are proud to offer simplified, yet expanded content plans for online research. These plans cover virtually all of our customers' research needs at the best value. Our offer to POLA is comprised of: National Primary, Analytical Plus, Litigation, Form Builder, and PeopleMap Premier and Company Investigator.

#### National Primary

- Primary Law
- Legislative History
- Graphical Statutes
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- Bill and Regulation Tracking
- PastStat Locator

#### Analytical Plus

- National, Federal, Topical, and State Analytical Materials
- Federal Treatises
- The Rutter Group Practice Guides
- Witkin Collection
- California Jurisprudence and Index
- *American Law Reports* (ALR)
- All Am Jur Library
- Corpus Juris Secundum (CJS)
- *Restatements of the Law*
- CCH Publications
- 50 State Surveys
- Jury Instructions
- Law Reviews and Journals
- Forms
- Practitioner Insights
- News

#### Litigation

- Arbitration Materials
- Briefs with PDFs
- Dockets (without Tracks)
- Expert Materials
- Jury Verdicts
- Profiler
- Trial Court Documents
- Trial Court Orders
- Inline KeyCite
- Case Evaluator

#### Westlaw Doc & Form Builder

- Online legal document assembly tool

#### PeopleMap Premier and Company Investigator

- PeopleMap
- National Public Records
- Company Investigator

A complete description of each collection is provided, beginning on page 12.

# EXHIBIT A

## NATIONAL PRIMARY

The National Primary plan provides a deep base of foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies. National Primary provides access to the following materials:

- Primary Law
- Legislative History
- Graphical Statutes
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- PastStat Locator
- Bill and Regulation Tracking

Descriptions are provided below.

## PRIMARY LAW

The Primary Law library provides access to federal and state case law, statutes, and administrative materials in a single, integrated research tool.

- **Case and Judicial Materials**
  - **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases appear as officially published and contain our editorial enhancements. Federal case law libraries include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, and Bankruptcy Court cases.
  - **State.** Westlaw has complete case law coverage for all state court opinions published in West's National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.
- **Statutes and Legislative Materials**
  - **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. Federal statutes libraries include the *United States Code Annotated*, which contains annotations to the *United States Code*, as well as court rules, appendices, and the Popular Name Table.
  - **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Statutes without annotations are also available.
- **Administrative Law and Regulations**
  - **Federal.** Westlaw provides extensive coverage of federal administrative rules and regulations, including documents from all 50 titles in the *Code of Federal Regulations* and recent changes; documents from the *Federal Register*; and other administrative and executive materials such as comptroller general decisions, U.S. attorney general opinions, and presidential documents.
  - **State.** Westlaw has the administrative codes for all 50 states and the District of Columbia and provides KeyCite information for all codes. Other available administrative materials include attorney general opinions, workers' compensation decisions, and insurance and environmental regulations.



## EXHIBIT A

WESTLAW ADVANTAGE — Timely Legal Content	
<p>We are committed to providing our customers with the most current information in the legal industry. In support of this goal, Westlaw content is updated and enhanced on an ongoing basis. In fact, many individual libraries are updated daily.</p>	<p><b>Current information when you need it.</b></p> <ul style="list-style-type: none"><li>▪ Full-text U.S. Supreme Court opinions, including any concurrences/dissents, are typically available on Westlaw within five (5) minutes of their release.</li><li>▪ Statutes on Westlaw are updated as new legislation is received.</li><li>▪ Public laws are generally available on Westlaw within 24-48 hours of receipt.</li><li>▪ <i>Federal Register</i> material is generally available on the same day of publication.</li><li>▪ Regulatory materials are generally updated within 7 days of issuance.</li><li>▪ State case law is generally updated within 48 hours of a decision's release.</li><li>▪ State AG opinions are generally available on Westlaw within 3-5 days of receipt.</li><li>▪ KeyCite citing references are available when a case/statute is added to Westlaw.</li><li>▪ Direct history is added to KeyCite within 24 hours of receipt of a case.</li></ul>

### LEGISLATIVE HISTORY

Legislative History on Westlaw provides access to the following resources (coverage varies by state):

- Legislative journals.
- Reports from legislative bodies that summarize the effect of the bill, describe floor amendments, and provide a history of the legislative path of a bill.
- Floor consideration and testimony.
- Governors' messages providing the point of view of the executive branch as it relates to specific legislation.
- Full text of all versions of available bills (introduced, amended, and enacted versions) from the current session.

### GRAPHICAL STATUTES

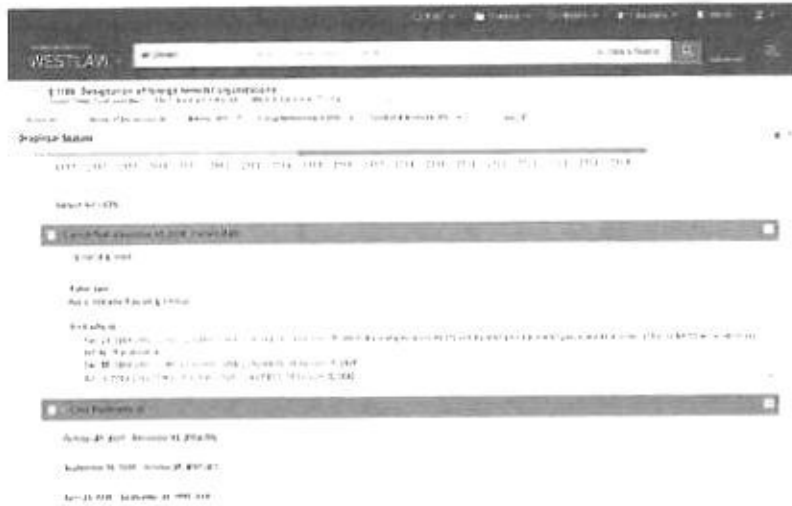
Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes shows

- Prior, current, and future versions of statutes
- Links to enacting and amending public laws
- Relevant legislative history materials, such as bill drafts, reports, journals, and the Congressional Record
- Cases that negatively impact a statute
- Legislation that has been enacted but has not yet been codified

The Graphical Statutes timeline is organized by effective date and tracks prior, current, and future versions of the statute. Each prior version is linked to its enacting or amending public law(s), legislative history materials, and significant case law. Current versions of the statute are also displayed with their related

## EXHIBIT A

public laws and legislative history materials, as well as proposed legislation. Legislation enacted but not yet codified is displayed on the timeline, as well as future text.



The Graphical Statutes Timeline shows the effective dates for each version of the statute. Information for each version is provided in reverse-chronological order below the Timeline. Clicking within the Timeline will jump you to the version in effect for the time period you select.

Information about each version can include the following:

- Public Laws
- Bill Drafts
- Joint Committee Prints
- Reports
- Congressional Records
- Presidential Messages
- Testimony
- Compiled History

Westlaw linking lets you jump to the referenced information with ease.

### REGULATIONS WITH EDITORIAL ENHANCEMENTS (FORMERLY REGULATIONSPLUS)

Westlaw provides a comprehensive and efficient federal regulatory research system that provides researchers with the tools to complete their regulations research more efficiently and with complete confidence. Researchers can stay fully informed on any regulatory issue with editorial summaries of case law decisions, KeyCite notification of changing and proposed regulations, version history, citing references and more.

For any regulation, researchers can

- View any section of the *Code of Federal Regulations* as well as past versions, amendments, pending changes and citing court documents.
- Read editorially-created federal case law summaries, integrated *Federal Register* content, agency publications and analyses from law reviews and other sources.
- Track agency activities and decisions and link directly to statutory authority documents and applicable regulations.

### PASTSTAT LOCATOR

PastStat Locator provides instant access to the statute version that was in effect on the date the legal matter actually occurred. Users can view prior versions of sections in the *United States Code Annotated* (USCA) and the annotated statutes for California, Florida, New Jersey, New York, Pennsylvania, and Texas. PastStat Locator can

- Rebuild the Table of Contents and show how it existed on a particular date.
- Identify when a statute or amendment has a future activation date, or when a statute or amendment is due to lapse.
- Track renumbered statute sections.

# EXHIBIT A

## BILL AND REGULATION TRACKING

Business and industry practices and policies are shaped daily by federal, state, and local government laws and regulations. Corporate legal, compliance, and government affairs professionals are responsible for ensuring that their organizations are aware of the proposed changes to current legislation and regulations that could influence their business practices.

The Bill and Regulation Tracking resources on Westlaw provide a single comprehensive source for bill and regulation tracking across the 50 states and federal government.

### Content Description

Bill and Regulation Tracking on Westlaw provides:

- Litigation and cost avoidance
- Market opportunity/advantage
- Brand image/reputation
- Speed-to-market with new products and services

### Features and Benefits

- Identify key bills and regulations to track
- Search for proposed legislation and regulations across the 50 states and federal government to quickly identify pertinent bills and regulations to track
- Search by topic, sponsor, date or version
- Update state administrative codes
- Track pending state and federal legislation and regulations to stay updated
- Track bill status from introduction to final passage
- Track similar bills covering the same issue across multiple states
- Anticipate and effectively communicate emerging legal issues to an organization
- Gain awareness of the latest changes to state and federal laws and regulations on all items from environmental regulation to employment
- Identify trends in new legislation and regulations across the 50 states and federal government

## ANALYTICAL PLUS

Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

## TREATISES AND ANALYTICAL MATERIALS

A sample of titles includes:

- **American Law Reports (ALR)**—*American Law Reports* is one of the leading case-finding tools in America. It contains the full text of articles from the First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

## EXHIBIT A

- **All AMJUR Library**—The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law. This library provides access to *American Jurisprudence 2d* (AMJUR), *American Jurisprudence Proof of Facts*, *American Jurisprudence Trials*, and *American Jurisprudence Pleadings and Practice Forms* annotated.
- **Corpus Juris Secundum (CJS)**—*Corpus Juris Secundum* helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.
- **Federal Treatises**—Federal Treatises provides authoritative practice resources covering a wide range of federal practices such as admiralty law, bankruptcy, business and commercial law, criminal law, employment law, immigration, intellectual property, health care, personal injury, securities, and taxation. Key titles include *Wright & Miller Federal Practice and Procedure*, *Handbook of Federal Evidence*, *Federal Trial Handbook*, and more.
- **Topical Treatises**—The topical treatises collection provides a breadth and depth of expert content, including guidance and forms for a wide variety of practice areas highly relevant to the government practice such as: *McQuillin – Law of Municipal Corporations*, *Williston on Contracts*, *Employment Discrimination Coordinator*, and more.
- **CCH Publications**—Westlaw provides access to a large collection of CCH publications on topics such as labor and employment, pension and benefits, trade, and insurance.
- **50 State Surveys**—50 State Surveys provide a solution for the difficult research task of finding and comparing multi-state statutes and regulations. Surveys are available on major legal topics, such as corporate liability, civil and criminal laws, employment, government and political activity, insurance, licenses, real estate, and health care.
- **Practitioner Insights**—Practitioner Insights is a single access point to stay informed and up-to-date on emerging legal developments in various practice areas, such as: bankruptcy, securities, antitrust, employment, health, and intellectual property.

### STATE ANALYTICAL COLLECTION

Westlaw provides state practice guides and analytical materials, which give quick and practical guidance on a range of state-specific practice areas. Our offer provides access to California secondary sources including:

- **Rutter Group Practice Guides** – The Rutter Group practice guides provide the California and federal legal communities with the most authoritative and practical publications available. They cover 46 legal areas to date, ranging from Administrative Law to Public Sector Employment Litigation. The Rutter Group practice guides are authored by some of the most widely respected judges and lawyers, and are available exclusively on Westlaw.
- **The Witkin Library** – The Witkin Library contains expert analysis, skillful case selection and classification, and a critical examination of sources explain statutory law and case law in every important area of California practice — civil and criminal, substantive and procedure. The Witkin library on Westlaw is the most current, as it is updated multiple times per year as opposed to our competitors who only receive an annual update. Additionally, Witkin Current Developments is available exclusively on Westlaw.

## EXHIBIT A

- **Miller & Starr Library** – The library includes several content sets, including Miller & Starr California Real Estate, which is the State's most widely used and judicially recognized real estate treatise from California's foremost real property experts.
- **California Jurisprudence Index** – Westlaw's exclusive CA Jurisprudence Index provides for fast research of comprehensive, practical advice that contains collateral references to major authorities on California law, editorial summaries of each topic covered, and treatment of relevant federal law. Analysis integrates constitutional, statutory, judicial, and administrative law.
- **California Civil Practice Series** - The California Civil Practice Series library contains how-to advice and insight from experienced legal practitioners covering California law in areas including business litigation, civil rights litigation, employment litigation, environmental litigation, procedure, real property litigation, torts, and workers compensation.
- **California-Specific Forms and Jury Instructions** – Westlaw contains a large collection of state forms and jury instructions, including several resources that are exclusive to Westlaw: Rutter Group: California Civil Procedure Before Trial Forms and Family Law Forms, Miller & Starr: California Real Estate Forms, Westlaw eforms: California state and federal courts and agencies, West's California Code Forms with Practice Commentaries, California Jury Instructions—Civil (BAJI), and California Criminal Jury Instructions (CALJIC).

### LAW REVIEWS AND JOURNALS

The Law Reviews and Journals library contains a collection of more than 600 law reviews and journals, providing incisive, authoritative, and professional insight. Coverage begins with the early 1980s for top law reviews. The *Harvard Law Review* contains full coverage of all content back to 1887. Links allow researchers to jump from an article to a cited case, statute, or other source, and move between text and footnotes. Users can also copy and paste text directly into a word-processing program.

### PRACTICE AREA MATERIALS (TOPICAL LIBRARIES)

A wide variety of practice area materials are available on Westlaw. These materials help users find analysis and guidance from legal experts on numerous topics, including the following:

- Administrative Law
- Antitrust & Trade Regulation
- Bankruptcy
- Business Organizations
- Civil Procedure & Evidence
- Civil Rights
- Commercial Law & Contracts
- Communications
- Constitutional Law
- Criminal Justice
- Education
- Energy
- Environmental Law
- Estate Planning & Probate
- Family Law
- Finance & Banking
- First Amendment
- Immigration
- Insurance
- Intellectual Property
- International Law
- Jurisprudence & Constitutional Theory
- Labor & Employment
- Legal Ethics & Professional Responsibility
- Litigation
- Maritime Law
- Military Law
- Native American Law
- Pension & Retirement Benefits
- Products Liability
- Professional Malpractice
- Real Property
- Science & Technology
- Securities Regulation



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- Government Benefits
- Government Contracts
- Health Law
- Human Resources
- Taxation
- Tort Law
- Transportation
- Workers' Compensation

### JURY INSTRUCTIONS

The Jury Instructions library includes instructions for a broad range of case types, including medical malpractice, automobile accidents, breach of contract, employment, insurance, fraud, and wrongful death. Jury instruction filings are filed court documents that are proposed by counsel and read to the jury by the court. Coverage currently includes jury instruction filings from civil cases in state and federal courts in more than 20 states.

### FORMS

West's Legal Forms on Westlaw includes thousands of practice-tested forms for almost all types of personal and business transactions, including the following:

- Detailed tax information for estate planning, employee benefits, and other tax-intensive areas.
- Easy-to-understand forms based on current law.
- Practical advice about selecting the correct form and adapting it to a client and transaction.
- Numerous optional and alternate clauses and selected state-specific forms for easy customization.
- Research-expanding references to the West Key Number System and West publications.

### NEWS

Westlaw, featuring content provided by NewsRoom, provides access to news and business information sources that offer reliable, comprehensive, and current and archival information from the United States and around the world. NewsRoom features Reuters news, with its 100-year legacy of providing high-impact global coverage. The world's largest international news agency, Reuters provides unparalleled coverage of business and political news and each year is the first to report on hundreds of key breaking stories across the globe.

#### News and Business Sources

NewsRoom on Westlaw provides access to nearly 10,000 information sources from more than 148 countries. The news sources include:

- **Thomson Reuters News**—*Breakingviews, IFR, and Reuters Investor Briefs.*
- **U.S. Newspapers**—Access to more than 1,900 full-text U.S. newspapers, including *Boston Globe, Chicago Tribune, Hotline, Los Angeles Times, Miami Herald, Washington Post, and USA Today.*
- **International Newspapers**—Including *Daily Telegraph, Globe and Mail, Le Monde, Les Echos, National Post, Reforma, South China Morning Post, Sueddeutsche Zeitung, The Australian Financial Review, and The Guardian.*
- **Wires**—Including Associated Press, BBC Monitoring Services, GlobeNewswire, M2, MarketLine Industry Newswire, Reuters, and Xinhua.
- **News Magazines**—Including *Newsweek, The Atlantic, The Economist, The Week, and U.S. News and World Report.*
- **Television and Radio Transcripts**—Including ABC, BBC, CNN, Fox, MSNBC.

## EXHIBIT A

- **Financial News**—Including *Acquisitions Daily*, *Inside US Trade's Daily Report*, *Investor's Business Daily*, *EuroMoney*, *Quartz*, and *TheFlyOnTheWal.com*.
- **Business and Industry Publications**—Including *American Banker*, *American City Business Journals*, *Bestwire*, *Crain's*, *CyberLex*, Dolan Legal Publications, *Forbes*, *IPO Monitor*, *National Mortgage News*, *SNL Bank and Thrift Daily*, *TR Daily*, and *Wired*.

NewsRoom resources are updated throughout the day as information is received from the publishers. Additionally, newswires provide near real-time coverage of top stories as they break.

For a complete list of NewsRoom sources, visit [newsroom.thomsonreuters.com/PublicationDirectory](https://www.thomsonreuters.com/NewsRoom/PublicationDirectory).

### News and Business Search Features

Westlaw offers many features that help users quickly retrieve, evaluate, and refine their search results, including the following:

- **Default Sort Order**—Results are returned by date with the option to sort by relevance, if desired.
- **Search by Word-Count**—Users can limit new searches by document word-count.
- **Case Sensitive Searching**—Users can search for terms appearing in all capital letters, partial capital letters, or no capital letters.
- **SmartTerms**—This proprietary indexing allows users to easily narrow search by subject, industry, company, or geographic region.
- **Specifying Term Frequency**—Users can specify the number of times that a term must appear in a document for that document to be included in search results. This technique is especially useful when searching resources that contain information from a variety of publications or when the search terms associated with the issue are relatively common or can be used in a variety of contexts.
- **Advanced Search**—Users can use Boolean Terms and Connectors to refine their searches to exact terms.

### LITIGATION

Litigation provides the following high-value litigation content:

#### ARBITRATION MATERIALS

Westlaw provides a wide variety of relevant resources to improve preparation for arbitration proceedings, including Arbitration Awards and American Arbitration Association Rules.

#### BRIEFS

Westlaw provides access to an extensive and exclusive collection of appellate briefs and petitions libraries at both the federal and state levels. As of March 2018, Westlaw contains more than 3.45 million separate documents and the number of briefs is growing monthly. Many of the briefs libraries, such as U.S. Supreme Court Petitions for Certiorari, are added to Westlaw shortly after being filed with the court.

Briefs are fully integrated into Westlaw, with features such as full text searching, linking, Profiler, KeyCite, and more. Each brief includes a summary of the facts of the case, issues and arguments, the pertinent laws and case law, and an argument of how the law applies to the facts.

## EXHIBIT A

Briefs are linked to related documents, which helps users retrieve additional helpful information, such as the following:

- Additional briefs submitted in the case.
- The court's opinion.
- The full text of cited cases and statutes.
- Profiler information that provides background on participating attorneys and judges.

The immediate availability of briefs and petitions on Westlaw saves researchers time and the inconvenience of a trip to the courthouse or a call to the court clerk. Briefs are easily retrieved by issue, party name, or attorney, and cited authority connects directly to the source.

### COURT DOCKETS

Westlaw provides direct access to electronic court docket materials from courts throughout the United States. Dockets libraries on Westlaw provide access to case docket information that typically includes the names of the parties and their attorneys, the name of the presiding judge, the case number, the type of claim, the status of the case, a list of documents filed, and a schedule of appearances.

#### Courts Covered

Dockets libraries on Westlaw cover the Federal Courts of Appeal, Federal District Courts and Bankruptcy Courts, the U.S. Supreme Court, as well as state appellate and trial courts in 36 states. Westlaw uniquely provides multi-bases allowing a user to search all of the Federal Courts of Appeal, all the Federal District Courts, and all Federal and State court dockets.

#### Dates of Coverage

Westlaw provides access to dockets materials from courts throughout the United States:

- U.S. Supreme Court—Coverage begins with January 2000.
- U.S. Courts of Appeal—Coverage begins with January 1997.
- U.S. District Courts—Full coverage begins with January 2000; selected full dockets and docket index records available to 1990 for most courts.
- U.S. Bankruptcy Courts—Coverage begins with January 1997.
- State Courts—Coverage begins with January 2000 for most courts.

#### Frequency of Updates

Dockets libraries on Westlaw are updated daily with newly filed dockets; dockets are then systematically updated at key points in the litigation. With the Update Link feature, dockets information on Westlaw can be as current as the courts. Click on the Update link and Westlaw goes to the court and retrieves the most current version of the docket.

#### Linking

Dockets on Westlaw provide links to trial documents, briefs, and court filings. Dockets also link to other important case filings, such as pleadings and motions, case law, statutes, and regulations.

# EXHIBIT A

## Docket Alerts

A Docket Alert on Westlaw allows user to automatically monitor new case filings by party name, attorney, judge, and Nature of Suit. Docket Alerts are included within the Dockets offering on Westlaw.

## Searching Capabilities

Users can search dockets on Westlaw in two ways including:

- Entering the search terms in the search bar on the Dockets Category Page.
- Using the Advanced Search Template to enter specific terms like Party or Participant Name, Case Type, and/or additional terms.

Westlaw dockets libraries let users type a free text query with whatever information they have. For federal cases, the Westlaw dockets template gives a list of the Nature of Suit (NOS) to assist users in searching for specific types of cases. Westlaw dockets libraries are a vital resource for discovering the litigation history of legal opponents or prospective clients, and they are an important tool to enhance case management, allowing users to view case status as well as fees and payment records.

## EXPERT MATERIALS

Westlaw provides thousands of court-filed resumes, more than 500,000 testimonial documents, affidavits, cases, and jury verdicts to help users thoroughly investigate and evaluate an expert.

## JURY VERDICTS

The Jury Verdicts Library provides up-to-date, easily accessible information from more than 500,000 federal and state jury verdict summaries from around the country. Jury Verdicts on Westlaw can help you:

- Negotiate from a position of strength for credible settlement amounts.
- Improve your litigation strategy by knowing what legal arguments have and have not worked well.
- Anticipate the tactics and actions of insurers, opposing counsel, and judges, based on their litigation histories.
- Locate and evaluate expert witnesses in cases similar to yours.
- Stay current on trends in verdicts and settlements.

Jury Verdicts compiles information about the type of case, jurisdiction, names of parties, attorneys and expert witnesses, key facts, and award amounts.

## PROFILER

Profiler is a research tool within Westlaw that provides instant access to critical background information on attorneys, judges, and expert witnesses—all in one place. Profiles include links to published cases (e.g., cases decided by a particular judge), jury trials, and settlements in which the judges, attorneys, and expert witnesses have participated. Profiles also include links to briefs and articles they have written (e.g., law reviews written by an attorney).

With Profiler, researchers can easily learn about the professional experiences of key individuals by reviewing a full list of their cases, jury verdicts, depositions, and briefs, as well as articles in bar journals, law reviews, and other authored materials. Profiler lets researchers see

- The types of cases handled by opposing counsel and their outcomes.
- Jury verdicts won by opposing counsel in previous cases.

## EXHIBIT A

- Verdicts awarded by particular judges in past cases.
- How much experience expert witnesses really have.
- Which published documents have been authored by particular attorneys, judges, and expert witnesses.

### Westlaw Pro—Expert Witness

Profilers—Expert Witness is a directory of expert witnesses and contains listings from across the nation. With Westlaw Profilers, users are able to view an expert witness' profile and see a listing of links to jury verdict summaries of cases in which that expert testified; law reviews, bar journal articles, and CLE materials authored by that expert or that mention that expert; and additional information about the expert available in other expert witness directories.

### TRIAL COURT DOCUMENTS

Trial Court documents Westlaw provide access to actual court filings from select state trial courts, U.S. district courts and federal bankruptcy courts from across the United States. These documents help researchers to

- Find new ideas and approaches.
- Develop winning pleading and motion strategies and arguments.
- Save time drafting.
- Gain a competitive edge by identifying actions the opposition might take.
- Better understand appellate opinions by reviewing underlying facts.

From one source, researchers get easy access to court-filed pleadings, motions, memoranda, and other trial filings. These filings are culled from court trials in the most populous counties in each jurisdiction. They include cases with heavily litigated topics, high-value cases, and cases with jury verdicts or settlements.

### TRIAL COURT ORDERS

Westlaw provides access to trial court orders from national and select state trial courts. A trial court order provides researchers with insight into judicial preferences, proclivities, and patterns. Users can read pertinent court orders and identify what worked in similar cases, what law was cited, and how the judge reacted—how judges ruled in similar motions, as well as their reasoning behind the decision. Access to these orders allows researchers to make better informed evaluations about whether to accept a case, how to handle it, and what to tell the client to expect if litigation does go forward.

- **National Court Orders**—This resource provides access to judges' rulings and the reasoning behind their decision for national court orders. Obtaining court orders saves the researcher valuable time by delivering the legal foundation for the decision; the cases, statutes, and regulations cited; and other documents filed—including pleadings, motions, and briefs. Examples include criminal orders and judgments of conviction.
- **State Trial Court Orders**—This resource provides online access to the full text of judges' orders in select state courts, which gives insight into judicial preferences, proclivities, and patterns. Read pertinent court orders and know what worked in similar cases, what law was cited, and how the judge reacted in similar cases.



# EXHIBIT A

Westlaw Doc & Form Builder

Interactive Client Interview Sheet

Case Information

Client Interviews

Case Information

Case Number: CL 14-00000

County: Los Angeles

Plaintiff: In the County of Los Angeles, County of CA

Client Information

Name: Jan Mason

Street Address: 123 Main Street

City, State and Zip code: Los Angeles, CA 90001

PETITIONER

Name: Jan Mason

Street Address: 123 Main Street

City, State and Zip code: Los Angeles, CA 90001

Phone number: (555) 555-1234

RESPONDENT

With Westlaw Doc & Form Builder, legal professionals benefit from:

- **Speed and ease-of-use**—State-of-the-art automation to complete, customize, and manage forms.
- **Reuse of client data**—Saves time and reduces the potential of errors when producing additional forms for a client's case.
- **Accuracy and reliability**—Continually updated, lawyer-tested forms and expert commentary and guidance.
- **Mobility**—Easy 24/7 access to forms from anywhere you have an internet connection.
- **Easy access to Westlaw**—Complete, economical research with seamless linking to related content on Westlaw, including state and federal codes, primary law, and related analytical materials.

For more information on Westlaw Doc & Form Builder, visit [legalsolutions.com/form-builder](https://legalsolutions.com/form-builder).

## PEOPLEMAP PREMIER AND COMPANY INVESTIGATOR

PeopleMap Premier and Company Investigator provides researchers with access to public records, including people locator resources; assets; adverse filings; licenses and registrations; and business and corporate records.

### PEOPLEMAP PREMIER

PeopleMap Premier helps researchers quickly determine relevant information about people and their connections. Deep cross-referencing and smart technology provide the highest degree of confidence in search results.

PeopleMap helps users identify individuals and their connections while performing legal research tasks involving:

- Locating a person for a variety of legal purposes.
- Determining if a person has been involved in litigation or charged with a crime.
- Learning more about a witness or other person connected to a matter.
- Verifying information provided by a person or potential client.
- Determining relationships among parties.

# EXHIBIT A

Because PeopleMap has already made connections between people from billions of public records across the country, connections are made faster and time is saved for other research and analysis.



Begin a PeopleMap search with a name or a combination of name and social security number or name and address. This simple step unlocks the power of PeopleMap.



Customizable reports in PeopleMap allow you to quickly see all the relevant data from your search.

## EXHIBIT A

PeopleMap's interactive, graphical interface helps to visualize connections at a glance. The graphical view contains icons that show relationships between people and records. Research is easily expanded to a related person who may also be of interest.



- Graphical view shows connections at a glance.
- Each icon represents a specific record—just click to view.
- Move easily within the graphical view for more efficient research.

The icons in the interactive graphical view each represent a type of public record and are linked to source documents. At any time users can switch between the underlying documents and the graphical view to determine the origin and relevance of the information. PeopleMap icons are a quick, intuitive way to get a visual grasp of the kinds of records related to an individual, and the number of people connected to that individual as well.

PeopleMap resources include:

### People Information

Westlaw includes records from a variety of sources that researchers can use to search for people by name, address, social security number, date of birth, or phone number. This content can help users locate potential parties and witnesses and verify addresses and social security numbers. People Information content features easy-to-use search templates, though users can also search with Terms and Connectors as

## EXHIBIT A

an alternative. Required search terms vary by content, as does the type of information contained in a particular record.

- Address Historical
- Canadian White Pages
- Conceal and Carry Weapons Permits
- Death Records
- Divorce Records
- Driver's Licenses
- Email Records
- Equifax Utility Records
- Experian Credit Header Records
- Household Records
- Hunting and Fishing Permit Information
- Marriage Records
- New Movers
- Obituary Abstracts
- People Historical
- Phone Records Basic
- Phone Records Plus
- Political Donor Information
- TransUnion PeopleFind Records (Non GLB)
- Voter Registration Records

### Asset Information

Asset records on Westlaw include tax assessor and real property records, motor vehicle records, aircraft records, boat records, and stock ownership records. An Assets Template is available that allows researchers to search the combined asset content at one time.

- Aircraft Records
- Boat Registrations
- Motor Vehicle Registrations
- Real-Time Motor Vehicles
- Real Property Pre-Foreclosure Records
- Real Property Tax Assessor Records
- Real Property Transactions
- Unclaimed Property
- Watercraft Records

### Adverse Information

Adverse records on Westlaw include records of lawsuit filings, bankruptcy filings, and UCC, lien, and judgment filings. An Adverse Template is available that allows researchers to search the combined adverse content at one time.

- Bankruptcy Filings
- Criminal, Arrest, and Infraction Records
- Healthcare Sanctions
- Lawsuits
- Liens and Judgments
- OFAC Records
- UCC Records
- Unlawful Detainers

# EXHIBIT A

## Business Information

Westlaw provides access to business and corporate information such as corporate records, business registration records, litigation preparation records, and name availability records. A Business Template is available that allows researchers to search the combined business content at one time.

- Business Finder-U.S. and Canada
- Business Profiles
- Corporate Records and Business Registrations
- D&B Executive Affiliations
- D&B Executive Biographies
- D&B Market Identifiers (DMI)
- D&B WorldBase
- Executive Profiles
- FEIN Records
- Fictitious Business Names
- Healthcare Licenses
- Insider Stock Transactions
- National Provider Identifier (NPI Registry)
- Professional Licenses
- Work Affiliations

## Reports

- Addresses Summary
- Business Associations
- Date of Birth Summary
- Dockets
- Household Records
- Name Variations
- Neighbors of Current and Previous Addresses
- Other Address Associations
- People Associations
- Person Overview
- Phone Number Summary + Real-Time Phones
- Relatives Analysis
- Risk Flags Analysis
- SSN Summary

Additionally, the Web Analytics feature allows users to research people and business social media and web presence through categorized and filterable deep web search results. Users can link out directly to social media and web pages for further information.

WESTLAW ADVANTAGE— Extensive & Exclusive Public Records	
<p>Public records content on Westlaw contains an extensive collection of public records on millions of people and businesses.</p> <p>With access to people information resources, assets information, adverse information, licenses and registrations, and business records, researchers will find the public records information they need, as well as information they may not have considered looking for (such as relationships between people, businesses, and assets).</p>	<p><b>More than just Legal Research Solutions</b></p> <p>Public records resources provide access to many types of information that you can't find anywhere else.</p> <ul style="list-style-type: none"><li>▪ <b>Real Property Pre-Foreclosure Records</b>—Not available on other services.</li><li>▪ <b>Real Property Assessor &amp; Transaction Records</b>—Coverage for more counties.</li><li>▪ <b>Professional Licenses</b>—More categories and greater coverage (all 50 states and DC).</li><li>▪ <b>Carry Concealed Weapons Permits</b>—Not available on other services.</li><li>▪ <b>Political Donor Information</b>—Not available on other services.</li></ul>

## COMPANY INVESTIGATOR

Company Investigator is a due diligence solution that allows users to easily see corporate family tree structures, and determine relationships among corporate entities. Users can also generate reports and

## EXHIBIT A

alerts for information related to the company such as new dockets, change of address, bankruptcy filings, and much more.

Company Investigator highlights include the following:

- **Legal Parent Identifier**—Clearly zero in on parent companies or headquarter locations when running a company search.
- **Expansive search coverage**—Search against more than 140 million U.S. and international entities, including global companies, subsidiaries, branches, divisions, and extensive coverage of private companies and sole proprietorships.
- **Expanded search functionality**— Search by company name, address, phone number, jurisdiction of incorporation; identifiers such as tax ID number, ticker symbol, and CIK; industry code (NAICS and SIC); and by officers, directors, and agents.
- **Flexible Alerts functionality**—Set up notifications on companies covering a wide range of business categories
- **Risk flags**—Quickly see indicators of material issues that can be investigated further.
- **Interactive family tree view**—Access a dynamic graphical view of company affiliations, with the ability to search the tree, expand and contract levels, and follow links to information on any of the connected entities; print, email, or download the family tree data.
- **Private company information**—Access hard-to-find information on more than 137 million private companies.

Company Investigator content includes:

- Public records
- Litigation and bankruptcy records
- Officers and directors profiles
- Financial Information
- Securities filings and related information

Company Investigator reports include:

- Annual Reports
- Associate Analytics Chart
- Business Overview
- D&B Private Company Insight
- Dockets
- Federal Case Law
- Financial Advisors
- Global Sanctions
- Legal Advisors
- Material Agreements from SEC Filings
- Mergers and Acquisitions Transactions
- Money Service Business Records
- News
- Officer and Director Profiles
- Others Securities Filings (SEDAR, UKLA, International Prospectuses, and 144As)
- People/Businesses with same Address/Phone
- Phone Number Summary
- Quick Analysis Flags
- Registrations and Prospectuses Transactions
- SEC Filings Lists
- SEC Filings Text Excerpts
- SEC No-Action Letters
- SEC Staff Review Letters
- State Case Law
- Subsidiaries Disclosed in SEC Filings
- Worldscope

## EXHIBIT A

### REAL PROPERTY REPORTS

The Real Property Reports library provides property information including comparable values, valuations, detailed descriptions, and ownership. Users can also access scanned deeds and parcel maps.

**Comparable Sales Report**—Includes information on up to 10 comparable properties. Coverage varies by state and by county.

**Comprehensive Report**—Includes all sections of the four real property reports listed above, as they apply to the subject property. Coverage varies by state and by county.


**Detail Report**—Includes owner information, location information, last market sale information, prior sale information, property characteristics, site information, and tax information. Coverage varies by state and by county.

**Legal and Vesting Report**—Includes legal description, property information, and transaction history. Coverage varies by state and by county.

**ValuePoint 4 Report**— Includes valuation result, subject property information, and area market sales. Coverage varies by state and by county.

**Parcel Maps**—Include images of Real Property Parcel Maps accessed via a gateway connection. Parcel Maps are available in more than 2,000 counties in all 50 states, the District of Columbia, and the Virgin Islands. Coverage varies by state and by county.

## EXHIBIT B

 THOMSON REUTERS	<b>Order Form</b>	<b>Order ID: Q-01379800</b>
	Contact your representative <a href="mailto:stephlee1@thomsonreuters.com">stephlee1@thomsonreuters.com</a> 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 West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,803.00	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 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. You are also responsible for all Excluded Charges as defined below.

**Post Minimum Terms**

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (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 as applicable.

**Miscellaneous**

**Thomson Reuters General Terms and Conditions,** apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**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 will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**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 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

## EXHIBIT B

**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.

**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.

**Transportation Charges.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.

**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
- Contract Express
- 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

### Additional Order Form Terms and Conditions

#### Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

#### Acknowledgement: Order ID: Q-01379800

*Minah Park*

Signature of Authorized Representative for order

Minah Park

Printed Name

Deputy City Attorney

Title


9/23/2001

Date

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This Order Form will expire and will not be accepted after 9/17/2021.

## EXHIBIT B

 <b>THOMSON REUTERS</b>	<h1 style="margin: 0;">Attachment</h1> <h1 style="margin: 0;">Order ID: Q-01379800</h1> <p style="font-size: small;">Contact your representative <a href="mailto:stephlee1@thomsonreuters.com">stephlee1@thomsonreuters.com</a> with any questions. Thank you.</p>
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### Payment, Shipping, and Contact Information

<b>Payment Method:</b> Payment Method: Bill to Account Account Number: 1000628873	<b>Order Confirmation Contact (#28)</b> Contact Name: Park, Minah Email: <a href="mailto:mpark@portla.org">mpark@portla.org</a>
<b>Shipping Information:</b> Shipping Method: Ground Shipping - U.S. Only	<b>eBilling Contact</b> Contact Name Minah Park Email <a href="mailto:mpark@portla.org">mpark@portla.org</a>

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
15	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
15	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
15	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
15	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
15	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
15	Attorneys	42958180	Practical Law for Government with Dynamic Toolset

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Minah	Park	<a href="mailto:mpark@portla.org">mpark@portla.org</a>	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41933493	Practical Law, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
42010204	Gvt - Form Builder For Government (Westlaw PRO™)
41933477	Westlaw Litigation Collection, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)

Charges During Minimum Term										
Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
4075748 2	West Proflex	\$3,803.00	1.00%	\$3841.03	1.00%	\$3879.44	N/A	N/A	N/A	N/A

### 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.

**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 \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DVBE	PROPOSED		ACTUALS		
				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

EXHIBIT C

\* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/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 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 518210. 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.

## EXHIBIT F

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

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

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

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

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

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