

AGREEMENT

36107

THIS AGREEMENT is made and entered, in duplicate, as of November 5, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0129 adopted by the City Council of the City of Long Beach at its meeting on October 19, 2021, by and between PRIME GOVERNMENT SOLUTIONS, INC., a Utah corporation ("Contractor"), with a place of business located at 3429 Derry Street, Harrisburg, Pennsylvania 17111, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase legislative management system services; and

WHEREAS, the City of Los Angeles, California has a contract for legislative management system services, Contract No. C-136426 ("LA Contract"); and

WHEREAS, Resolution No. RES-21-0129 authorizes the City to purchase legislative management system services by virtue of the LA Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The LA Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the LA Contract shall be applicable here except as follows:

A. Wherever the LA Contract refers to the City of Los Angeles, it shall be deemed to refer to the City of Long Beach.

B. Contractor shall sell, furnish and deliver to the City legislative management system services of substantially the same type and kind purchased under the LA Contract, except as modified by Exhibit "B", attached hereto and incorporated by this reference.

1 C. City shall pay for the legislative management system services
2 in an amount of One Hundred Twenty-Nine Thousand Four Hundred Four Dollars
3 (\$129,404), plus a fifteen percent (15%) contingency in the amount of Nineteen
4 Thousand Four Hundred Eleven Dollars (\$19,411), for a total amount not to exceed
5 One Hundred Forty-Eight Thousand Eight Hundred Fifteen Dollars (\$148,815) for
6 the first year; thereafter, in an annual amount not to exceed Sixty-Nine Thousand
7 Eight Hundred Thirty Dollars (\$69,830), with annual increases up to five percent
8 (5%), at the rates or charges shown in Exhibit "C".

9 D. The City's obligation to pay the sum stated above for any one
10 fiscal year shall be contingent upon the City Council of the City appropriating the
11 necessary funds for such payment by the City in each fiscal year during the term
12 of this Agreement. For the purposes of this Section, a fiscal year commences on
13 October 1 of the year and continues through September 30 of the following year.
14 In the event that the City Council of the City fails to appropriate the necessary
15 funds for any fiscal year, then, and in that event, the Agreement will terminate at
16 no additional cost or obligation to the City.

17 E. Contractor may select the time and place of performance for
18 these services; provided, however, that access to City documents, records and
19 the like, if needed by Contractor, shall be available only during City's normal
20 business hours and provided that milestones for performance, if any, are met.

21 F. Contractor has requested to receive regular payments.
22 Annual Costs as described in Exhibit "C" are due upon execution of the Agreement
23 and payable in advance for each year thereafter on the Effective Date of this
24 Agreement and are non-refundable. City shall pay Contractor in due course of
25 One-Time payments as described in Exhibit "C" following receipt from Contractor
26 and approval by City of invoices showing the services or task performed, the time
27 expended (if billing is hourly), and the name of the Project. Contractor shall certify
28 on the invoices that Contractor has performed the services in full conformance

1 with this Agreement and is entitled to receive payment. Each invoice shall be
2 accompanied by a progress report indicating the progress to date of services
3 performed and covered by the invoice, including a brief statement of any Project
4 problems and potential causes of delay in performance, and listing those services
5 that are projected for performance by Contractor during the next invoice cycle.
6 Where billing is done and payment is made on an hourly basis, the parties
7 acknowledge that this arrangement is either customary practice for Contractor's
8 profession, industry or business, or is necessary to satisfy audit and legal
9 requirements which may arise due to the fact that City is a municipality.

10 G. All warranties shall accrue to the City of Long Beach.

11 2. The term of this Agreement shall commence at midnight on October
12 1, 2021, and shall terminate at 11:59 p.m. on July 31, 2023, with the option to renew for as
13 long as the City of Los Angeles Contract is in effect, at the discretion of the City Manager.

14 3. Neither this Agreement nor any money that becomes due to
15 Contractor under this Agreement may be assigned by Contractor without the prior written
16 consent of the City Manager or his designee.

17 4. Any notice given under this Agreement shall be in writing and
18 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
19 delivered or mailed to Contractor at the relevant address first stated above, and to the City
20 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
21 shall be deemed given three days after deposit in the mail.

22 5. The terms appearing on the LA Contract are incorporated in this
23 Agreement.

24 6. Contractor shall cooperate with the City in all matters relating to self-
25 accrual of use tax. Contractor shall contact the City Treasurer for additional information
26 regarding self-accrual.

27 7. This Agreement and all documents which are incorporated by
28 reference in this Agreement constitute the entire understanding between the parties and

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PRIME GOVERNMENT SOLUTIONS,
INC., a Utah corporation,

November 15th, 2021

By [Signature]
Name Sharif Akib
Title President

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

November 29, 2021

By Linda J. Jaturu
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on 11-15, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

**FIRST AMENDMENT TO
PERSONAL SERVICES AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND PRIME GOVERNMENT SOLUTIONS FOR
LEGISLATIVE MANAGEMENT SYSTEM SERVICES
Contract Number C-136426**

THIS AMENDMENT TO THE AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through Office of the City Clerk, and Prime Government Solutions, an Arizona corporation ("Contractor") (collectively, the "Parties," or individually, a "Party").

WITNESSETH:

WHEREAS, on January 24, 2019, the City issued a Request for Proposals ("RFP"), under Charter Section 372, seeking qualified businesses to perform the above-referenced services and found Contractor satisfied the required qualifications and experience; and

WHEREAS, the Agreement (C-136426) between City and Contractor became effective on August 1, 2020, and expires on July 31, 2023; and,

WHEREAS, additional hardware is required to continue with the scope of work and to allow the City to fully implement the integrated system; and,

WHEREAS, it is necessary to amend the contract to add additional one-time hardware costs; and,

NOW THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein, the parties agree to amend Contract C-136426 as follows:

- A. Delete Attachment B (Pricing Schedule) in its entirety and replace with Attachment B (Pricing Schedule) attached hereto.
- B. Add Attachment F (PrimeGov Price List) attached hereto.
- C. Amend Section 10. Compensation to read as follows:


The City shall pay the Contractor for satisfactory services rendered based on the rates specified in Attachment B – Pricing Schedule and Attachment F – Price List, which are attached hereto and made a part hereof.

All other terms and conditions shall remain unchanged. The terms of this amendment shall

supersede the content of the proposal in the event of a conflict of information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
a Municipal Corporation

By: 
HOLLY L. WOLCOTT
City Clerk

Date: 11/12/2020

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
DAN KREINBRING
Deputy City Attorney

Date: 11/12/2020

PRIME GOVERNMENT SOLUTIONS



Digitally signed by
Sherif Agib
Date: 2020.11.11
17:26:38 -08'00'

By: Sherif Agib
SHERIF AGIB
Chief Executive Officer

Date: 11/11/2020

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  
Deputy City Clerk

Date: 11-12-2020



ATTACHMENT B

PRIME ✓ GOV

PRIME
✓
GOV

***Meeting Management
Pricing Schedule***

November 9, 2020

Pricing

The PrimeGov Legislative Management platform is a single hosted solution. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following PrimeGov modules are included:

- Agenda Management
- Minutes & Live Meeting Management
- Electronic Voting
- Video streaming

Software Subscription

PrimeGov Platform Year 1 Subscription		\$118,000
PrimeGov Platform Year 2 Subscription		\$121,540
PrimeGov Platform Year 3 Subscription		\$125,186
PrimeGov Platform Year 4 Subscription		\$128,942*
PrimeGov Platform Year 5 Subscription		\$132,810*
EEG LEXI Captioning 60HR/Mo – No cost until Jan, 2021**		\$9,948**

*If renewed through contract amendment

**Captioning services as part of the pricing above allots 60 hours per month. Additional hours exceeding allotted time billed at \$13.82 per hour at contract completion. The City also has the option to move to a higher pricing tier should they exceed allotted monthly hours.

Hardware

Component	Quantity	Unit Price	Total Cost
AJA Helos H.264	11	\$2,000	\$22,000.00
HD 492 Encoders w/ year 1 support included	8	\$ 7,726.50 includes 15% discount	\$61,812.00
AJA 3G-AMA/SDI Analog Audio Embedder/Disembedder	7	\$715.50	\$5,008.50
AJA 3GDA 1/6 3G/HD/SD Reclocking Distribution Amplifier	1	\$355.50	\$355.50
AJA HA5 HDMI to SD/HD-SDI Video and Audio Converter	1	\$310.50	\$310.50
Total One Time Cost			\$ 89,486.50

First Year Total

PrimeGov Platform Year 1 Subscription	\$118,000.00
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Four Months from Year 1 Waived	-\$39,333.00
Closed Captioning Subscription	\$9,948.00
Hardware	\$ 89,486.50
Total Cost Year 1	\$178,101.50

ATTACHMENT F

PRIME ✓ GOV

Annual Fees for New Subscriptions

Agenda Management	Annual	\$60,000
Live Meeting Management	Annual	\$20,000
Electronic Voting	Annual	\$18,000
Video Streaming	Annual	\$20,000
Committee Management	Annual	\$30,000
Community Engagement	Annual	\$10,000
Laserfiche Integration	Annual	\$2,000
Live Closed Captioning-	Annual	
- 5 hours per month	Annual	\$4,788
-10 hours per month	Annual	\$7,188
-20 hours per month	Annual	\$9,588
-30 hours per month	Annual	\$12,600
-60 hours per month	Annual	\$20,400
-125 hours per month	Annual	\$28,800
-250 hours per month	Annual	\$52,800
HD49X Basic Annual	Annual	\$1,000
Support Renewal		

Price list is for reference only and subject to change as part of final proposal and/or agreement

One Time Fees

AjA Helo Encoder	Upon Delivery	1 Each	\$2,000
HD492 Caption Encoder	Upon Delivery	1 Each	\$10,000
Professional Services	Upon Delivery	Time to be Scoped	\$250 per hour

Price list is for reference only and subject to change as part of final proposal and/or agreement

Product Description

Agenda Management

Manage the entire agenda process from submitting an agenda item for a meeting to making sure that the item has all the necessary supporting materials to be heard. Agenda items can have any information tracked that is pertinent to the item such as sponsor, background, speaker, recommendations, etc. All custom fields can be tracked for reporting purposes. All agenda items can also be moved or copied to another meeting with a full legislative history available. As items are moved, copied or arranged within



the meetings the numbering and formatting of the item is automatically adjusted. This makes last minute changes simple to handle.

As part of Agenda Automation, PrimeGov includes Electronic Forms and Workflow. Using this automation, the Client can add an agenda item and send it through an approval process. This automation provides an efficient and trackable way of making sure that an item is properly reviewed and ready to be presented at a meeting.

There is no limit to the number of agenda templates that can be created in the solution. Multiple templates can even be created for individual meeting types. For example, there could be a regular meeting and a closed session meeting for the same body. The Client has complete control of the templates, and how they are formatted.

Documents that are added to an item either directly or through workflow can be in any format and will have OCR performed on them so they can be searched easily. They will also be converted to PDF. There are no proprietary file formats used in the solution.

Once an agenda and all its supporting materials have been added to the system the Client can compile them into a packet with the click of a button. That packet as well as the agenda can be published to the Client website with another click of a button.

Live Meeting Management

During a meeting, all roll calls, motions, votes, minutes, notes, actions, and video streaming can be performed with ease. The PrimeGov real-time meeting management tools provide a single interface that allows all aspects of the meeting to be managed. Often by a single user. Alternatively, the system will also allow members of the board to record their own votes using their web-enabled device. The real-time meeting tools also provide options for citizen engagement. Information about the current item, speakers, motion information, and votes can be displayed in the meeting or online via the public portal in real time. Via the public portal citizens can also participate in conversations with other citizens and leave comments about the meeting as it progresses. All the comments, conversations, and information about the meeting and specific agenda items can be archived and stored or made available to the public post meeting as part of the meeting page or legislative history if the Client chooses to do so. In addition, a Speaker Timer system is built in that allows for speakers to sign up for a topic they want to address the board about. Once they begin speaking a user can start the timer, so they know when their time is up.

Electronic Voting

Voting members can use any web enabled device to vote. Their vote then automatically recorded in Live Meeting Management.

Video Streaming



The Video/Audio recording is integrated into the live meeting module and allows the video to be easily started, items to be timestamped, and video to be embedded into the public portal and legislative history. All of this is from within the same interface used for running the meeting. The live stream and on-demand recordings are managed through YouTube's powerful distribution platform. One of the advantages to using YouTube is that they provide a free audio-translation component that can be used for closed captions. The Client will need an encoder to stream, but all existing cameras, microphones, etc. will work.

Committee Manager

PrimeGov has integrated the management of boards and commissions as a core part of our solution. It isn't a separate module or an afterthought, it's built right in. Viewing, editing, and adding committees, boards, members, or positions, has never been easier. In one succinct view, a user can take care of all committee tasks efficiently and effectively. They can quickly create initial and subsequent terms, and even split terms if a seat becomes vacant mid-term.

Customers can create meetings customized to a committee's schedule, including the ability to specify the exact cadence, time, and location of meetings. Once the meeting is scheduled, the PrimeGov Committee Manager will keep committee members regularly informed about their upcoming meetings. Committee members have access to their schedule and meeting materials on their mobile device so that they are always informed wherever they go.

Integrating Committee Management as a core piece of the software allows an unlimited number of meeting types to be created for each committee. Each meeting type can have a variety of templates (agenda, minutes, action summary, confidential, etc.) that allows for maximum flexibility without duplicating data entry or administrative efforts.

Community Engagement

This software creates a public portal for citizens to comment on individual agenda items. The comments are text-based and a character limit can be established to replicate the time limit used for public speakers when meetings are in person. All comments will be aggregated into a simple report and provided to elected officials. Comments are not publicly viable until they are published by the agency during or after the meeting.

The Request to Speak functionality allows community members to sign up to request to speak for any agenda item. The software will manage the sign-up and provide an ordered list of public speakers that can be called on during the meeting.

Laserfiche Integration

This integration provides two primary features: Documents can be published to selected Laserfiche folders when published from PrimeGov. Laserfiche folders can be accessed to select files to upload when adding attachments to sections and items in PrimeGov.



Live Closed Captioning

5 Hour Plan

First 5 hours per month are included. Additional hours in a given month are billed at \$79.95 per hour.

10 Hour Plan

First 10 hours per month are included. Additional hours in a given month are billed at \$59.90 per hour.

20 Hour Plan

First 20 hours per month are included. Additional hours in a given month are billed at \$39.95 per hour.

30 Hour Plan

First 30 hours per month are included. Additional hours in a given month are billed at \$29.95 per hour.

60 Hour Plan

First 60 hours per month are included. Additional hours in a given month are billed at \$24.95 per hour.

125 Hour Plan

First 125 hours per month are included. Additional hours in a given month are billed at \$19.95 per hour.

250 Hour Plan

First 250 hours per month are included. Additional hours in a given month are billed at \$14.95 per hour.

HD49X Basic Annual Support

Software, Security updates; Phone support 9 am - 6 pm EST

HD492 Caption Encoder

The industry-standard digital closed captioning and HD VANC encoding solution. The HD492 iCap Encoder has iCap and Lexi access as well as modem redundancy capabilities built right into the unit. iCap, offers secure web-based monitoring, real-time email status alerts, and optional cloud data warehousing and quality metrics. iCap connectivity for secure real-time captioning over a standard broadband connection without the use of dial-up phone lines or external audio couplers. Connectivity to EEG's Cloud-hosted Automatic Captioning service, Lexi. Encoding of caption data sourced from previously encoded video sources, two RS232 serial ports. Encoding of CTA-708 standard closed captions from native 708 or legacy 608 (SD) sources. Caption relocation from configurable GPI triggers Modules for web-streaming, scoreboard connectivity, and much more. Local logging of caption input for future reference Relay-bypassed master video and auxiliary video paths

AJA Helo Encoder

HELO is AJA's first hardware-based H.264 solution. HELO can receive video output from a switcher, camera, iPhone or other device and deliver the stream directly to a Content Delivery Network (CDN) via



RTMP, RTMPS, RTMPE, RTSP (10 clients), HTTPS, RTP/UDP Unicast and Multi Unicast, or HLS (10 clients) (HTTP Live Streaming). HELO can also simultaneously record the video to its built-in SD slot, to a USB flash drive attached to its USB 2.0 port, or to a local shared network drive via its Ethernet port. This lets you configure your recording and streaming independently for maximum efficiency and flexibility. HELO has both HDMI and SDI video interfaces for inputting either type of signal, as well as analog stereo audio in and out. Two hardware buttons are conveniently located on the front, one for stream and one for record.

Configured by default for DHCP network communications, installing HELO can be as easy as just plugging in the Ethernet cable. A USB connection with AJA's eMini-Setup application also allows quick access directly to the HELO hardware for network configuration, if necessary.

HELO uses a web browser based UI, where all of HELO's controls are ready to use. The robust web browser UI allows you to setup and configure your CDN connection before you even arrive at your event. Once there, even an inexperienced operator can start and stop streaming and recording with simple button pushes. The web UI also provides complete control of HELO's operations from a remote location. A low frame rate video monitor displays the video signal to indicate its presence.

PrimeGov Professional Service

PrimeGov project management and implementation services including such tasks as project discovery, software configuration, project management and training.



CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: August 11, 2020

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of the City Clerk

CONTACT PERSON: Melinda Novoa

PHONE: (213) 978-0420

CONTRACT NO.: C-136426

COUNCIL FILE NO.:

ADOPTED BY COUNCIL:

DATE

APPROVED BY BPW:

DATE

NEW CONTRACT ☒
AMENDED AND RESTATED ☐
ADDENDUM NO. ☐
SUPPLEMENTAL NO. ☐
CHANGE ORDER NO. ☐
AMENDMENT ☐

CONTRACTOR NAME: Prime Government Solutions

TERM OF CONTRACT: August 1, 2020

THROUGH: July 31, 2023

TOTAL AMOUNT: \$347,393

PURPOSE OF CONTRACT:

For the provision and implementation of a new, integrated, automated and user friendly legislative management system.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

PRIME GOVERNMENT SOLUTIONS

for

**LEGISLATIVE MANAGEMENT SYSTEM SERVICES
for the City of Los Angeles Office of the City Clerk**

Said Agreement is Number C-136426

**Professional Services Agreement
LEGISLATIVE MANAGEMENT SYSTEM SERVICES**

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ATTACHMENTS

- Attachment A – Standard Provisions (Rev. 10/17 [v.3])
- Attachment B – Pricing Schedule
- Attachment C – Statement of Work
- Attachment D – Service Level Agreement
- Attachment E – Confidentiality Agreement

AGREEMENT NUMBER _____

**BETWEEN
THE CITY OF LOS ANGELES
AND
PRIME GOVERNMENT SOLUTIONS
FOR LEGISLATIVE MANAGEMENT SYSTEM SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through Office of the City Clerk, and Prime Government Solutions, a Utah corporation ("Contractor") (collectively, the "Parties," or individually, a "Party").

- A. WHEREAS**, the accessibility of government to the public continues to be paramount to the success of meeting the needs of Los Angeles Citizens; and
- B. WHEREAS**, the Los Angeles City Clerk has identified a provider that has developed off-the-shelf software and integrated legislative management system services specifically for legislative bodies, in addition to providing public broadcast information on the Web; and
- C. WHEREAS**, Prime Government Solutions, a Utah corporation, provides a full-service solution that includes hardware, software, agenda and meeting management systems, voting and minutes modules, audio and video streaming, automated indexing capabilities, web site page design and integration with Council agendas, on-site user training and 24/7 technical support which meet City needs; and
- D. WHEREAS**, a year-long pilot program where Contractor successfully configured a prototype of the legislative management solution that met the requirements and needs of City; and
- E. WHEREAS**, the Contractor is the only firm that can offer a solution that meets the specific needs of the City; and
- F. WHEREAS**, the Parties wish to enter into an agreement necessary and proper to complete the activities authorized under this Agreement and to provide a clear straight forward statement of the terms upon which the Parties have agreed; and
- G. WHEREAS**, City does not prohibit the use of the scope of services set forth herein, by other Government entities; and

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Prime Government Solutions, a Utah corporation, having its principal address at:

Prime Government Solutions
250 Drinkwater Blvd. Suite 300
Scottsdale, AZ 85251.

Payments should be sent to:

Prime Government Solutions Admin Centre
3429 Derry Street
Harrisburgh, PA, 17111

1.2 Representatives of the Parties

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

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Holy L. Wolcott, General Manager
Office of the City Clerk
200 North Spring Street, Room 360
Los Angeles, California 90012
(213) 978-1020

Invoices should be sent to:

Isabel Onate / Melinda Novoa
Contract Administrators
200 North Spring Street, Room 395
Los Angeles, California 90012
isabel.onate@lacity.org / melinda.novoa@lacity.org
(213) 978-0423 / (213) 978-0420

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Joshua Hurni
Sales Director
Prime Government Solutions
250 Drinkwater Blvd. Suite 300 Scottsdale, AZ 85251
joshua.hurni@primegov.com
(510) 519-9000

- 1.3** Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on August 1, 2020 and will terminate on July 31, 2023, unless terminated earlier as provided herein. The CITY, at its sole discretion, has the option to extend the term of this Agreement in a manner consistent with the City Charter and the Los Angeles Administrative Code.

2.1. Ratification Clause

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

3.0 SERVICES TO BE PROVIDED

Upon award of the contract, the Contractor will be required to provide the following services:

3.1 Provide for an integrated, automated and user-friendly legislative management system, and related activities and services, as stated in Attachment C and D; and

3.2 Provide the contracted services ("Services") in a timely, accurate, and efficient manner, at the same time Services are requested.

4.0 ADDITIONAL DEFINITIONS

In this Agreement, the following expressions will have the following meanings unless inconsistent with the context:

4.1 **“Affiliate”**: means any company or non-corporate entity that controls, is controlled by, or is under common control with a party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 percent of the voting rights of the other company or entity.

4.2 **“Application Password”**: means any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by City for the purpose of accessing and using the Service.

4.3 **“Client Environment”**: means the City hardware and software system containing the minimum specification, which the City, as advised by Contractor, is recommended to have to enable the City to connect with the Service.

4.4 **“City Data”**: means data, information or material provided or submitted by City or any User to the Contractor in the course of utilizing the Service.

4.5 **“Intellectual Property Rights”**: means all intellectual and industrial property rights of any kind whatsoever, registered or unregistered, including patents, know-how, software, code, intellectual property specifications, design plans, prototypes, drawings, software, software documentation, material, documents, ideas, operations, processes, product information, know-how, and the like including mode and procedures of development of source code, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in all countries in the world and together with all renewals and extensions.

4.6 **“Pricing Schedule”**: means Attachment B to this Agreement which sets out the prices and payment terms for the Service.

4.7 **“Professional Services”**: means the general consulting, implementation and/or training services to be provided to City.

4.8 **“Purchase Order”**: means a purchase order issued by the City to the Contractor for the Service.

4.9 **“Service”**: means Supplier’s online software applications purchased by City and maintained through Support Services by Contractor including associated offline components and ancillary online or offline services to which City is granted access under this Agreement.

4.10 **“Service Level Commitments”**: the service level commitments in respect of

the Service to the City as more particularly set out in Attachment D.

4.11 “User”: means one (or, if more than one, “Users”) of City’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by City in connection with City’s business affairs who are authorized to use the Service and have been supplied User identifications and passwords by City.

5.0 CITY USE OF THE SERVICES

Contractor grants the City a license to access and use the Service via the internet during this Agreement’s term and subject to this Agreement’s provisions. Contractor reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time. Contractor will notify City in writing of any upcoming material modifications to the Service.

6.0 RESTRICTIONS ON USE OF THE SERVICES

The City may not:

- 6.1 Make the Service available to, or use the Service for the benefit of, anyone else other than the City. City shall access and use the Service in accordance with this Agreement or subsequent Purchase Orders pertaining to this agreement. City agrees that the City is solely responsible for use of the Service by any Users who access and/or use the Service. City agrees to immediately notify the Contractor if City becomes aware of any loss or theft or unauthorized use of City’s account credentials;
- 6.2 Sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Contractor’s prior written consent;
- 6.3 Interfere with or disrupt the integrity or attempt to gain unauthorized access to the Service or the Contractor’s intellectual property therein;
- 6.4 Copy the Service or any part, feature, function or user interface thereof;
- 6.5 Frame or mirror any part of any Service on any other server or wireless or internet-based device outside of the agreed usage in this contract; and
- 6.6 Access any part of the Service in order to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service.

7.0 OWNERSHIP OF CITY DATA

- 7.1 The City shall own all rights, title and interest in and to all of the City Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the City Data.
- 7.2 Subject to the terms and conditions of this Agreement, City grants to Contractor a non-exclusive license to use, copy, store, transmit and display City Data to the extent reasonably necessary to provide and maintain the Service.

8.0 SERVICE OBLIGATIONS

- 8.1 Both parties shall provide one another with:
 - 8.1.1 All reasonable co-operation in relation to this Agreement; and
 - 8.1.2 All reasonable access to such information as may be required by the Contractor in order to render the Service, including but not limited to City Data, security access information and configuration services;
- 8.2 Both parties shall comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 8.3 Both parties shall carry out all other City responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the City's provision of such assistance as agreed by the parties, the Contractor may adjust any agreed timetable or delivery schedule as reasonably necessary;

The City shall:

- 8.4 Ensure that the Users use the Service in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
- 8.5 Obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Contractor, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- 8.6 Shall be solely responsible for protecting and safeguarding Application Passwords. If City makes such Application Passwords available to any third party, City shall be liable for all actions taken by such third party in connection with the Service. City shall not disclose or make available the Application Password other than to City's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Password and the Service and will notify the Contractor promptly of any such unauthorized access or

use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws; and

- 8.7 Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Contractor, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the City's network connections or telecommunications links or caused by the internet.

9.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

10.0 COMPENSATION

The City will pay the Contractor for satisfactory services rendered based on the rates specified in Attachment B – Pricing Schedule, which is attached hereto and made a part hereof. The total amount of compensation for this agreement shall not exceed \$347,393.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

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

11.0 INVOICES

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Attachment B - Pricing Schedule and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and

approval of the Contractor's invoices by the City.

Upon first year of the agreement, Contractor shall invoice twice annually not to exceed fifty percent of total annual cost per invoice. All preceding years thereafter of the agreement shall be invoiced once annually in accordance with Attachment B – Pricing Schedule.

The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Description of services, including, but not limited to:
 - a) Date of Assignment
 - b) Matter Name and Matter Number
5. Number of Pages, if any, and Rate for Service
6. Amount of invoice

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

12.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

13.0 RETENTION OF RECORDS

13.1 Maintenance of Records

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with

requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

13.2 Back up of Records

Contractor is responsible for data integrity by implementing security software to prevent hacking, backing up data daily, and performing data disaster recovery within Contractor's hosted infrastructure as needed.

14.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

15.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C. The Contractor is responsible for ensuring compliance of all workers with the

Confidentiality Agreement.

16.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 9.0 and 10.0 are provided to and apply to all subcontractors of this Agreement.

18.0 CONTINUED REQUIREMENTS

The requirements of Section 14.0, 15.0, and 16.0 survive termination of the Agreement.

19.0 TERMINATION AND AMENDMENTS

The City may terminate this Agreement, or any part thereof, for its convenience, upon giving the Contractor thirty (30) calendar days written notice prior to the effective date of such termination.

Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination.

Thereafter, Contractor shall have no further claims against City under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become City property upon the date of such termination.

Any change in the terms of this Agreement shall be incorporated into this Agreement by a written amendment executed and signed by the authorized representatives of both parties.

20.0 SEPARATION OF CHURCH AND STATE

The Contractor agrees that it will not use funds provided through this Agreement for any religious or sectarian purposes. The Contractor further agrees that it will not perform or permit the performance of religious activities in connection with this Agreement and will not discriminate against any person applying for services

provided under this Agreement on the basis of religion.

21.0 POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by the City hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

22.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.

23.0 DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NRA

The Contractor shall comply with Los Angeles Administrative Code Section 10.52 *et seq.*, "Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all contracts and sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

24.0 STANDARD PROVISIONS AND MODIFICATIONS

24.1 The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/17) [v3], attached to this Agreement as Attachment A and incorporated herein by reference.

24.2 Notwithstanding the above, the following provisions in the Standard Provisions for City Contracts are modified or superseded as follows:

24.2.1 In Lieu of PSC-9 B1: Notice and Opportunity to Cure

Parties Agree to the Following:

"Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, CITY shall give CONTRACTOR written notice of the default. Commencing on the date CONTRACTOR receives such written notice, CONTRACTOR shall have thirty (30) days to cure the default to the

sole satisfaction of CITY. CITY shall not unreasonably withhold approval of the default's cure. If the default cannot be cured or if CONTRACTOR fails to cure within the thirty (30) day period, then CITY may terminate this Agreement due to CONTRACTOR's breach of this Contract."

24.2.2 In Lieu of PSC-9 B6: Limit on Contractor's Liability Upon Material Breach

Parties Agree to the Following:

"In the event CITY terminates this Contract as provided in this section, CITY may procure upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated. In which case CONTRACTOR shall be liable to CITY for its costs and damages, not to exceed \$250,000."

24.2.3 In Lieu of PSC-19: Intellectual Property Indemnification

Parties Agree to the Following:

Contractor will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable legal fees) (collectively, "Losses") arising from any third-party claim, suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service or Contractor Content (other than that due to Customer Data). In case of such a claim, Contractor may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer or replace the Service with a non-infringing Service. This indemnity by Contractor shall not apply to the extent that the claim of infringement of Intellectual Property Rights arose as a result of i) any negligent act or omission or willful misconduct of the Customer pursuant to this Agreement; (ii) any misuse or modification of the Service by the Customer, including, but not limited to the Customer's use of the Service in a manner inconsistent with information, directions, specifications, or instructions provided and approved by Contractor; (iii) the Customer's use of the Service in combination or conjunction with any product, service, device, or method not owned, developed, furnished, recommended, or approved by Contractor; (iv) the combination, operation or use of the Service with non-Contractor programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Service with other programs, data, methods or technology, or (v)

Customer's breach of any of the provisions of section 7 of this Agreement.

In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnatee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this clause to the Indemnitor upon request. Any claims impacting the City must be settled in accordance with local, state and Federal law.

24.2.4 In Lieu of PSC-21: Ownership and License

Parties Agree to the Following:

"Intellectual Property Rights:

1. City will not acquire any title copyright or other proprietary rights or Intellectual Property Rights in the Service or to the source code of the Service including in any materials or supporting documentation provided under the Service as provided in this Agreement.
2. The Contractor shall at all times be the sole owner of all title and Intellectual Property Rights emanating from any intellectual property, additional coding, data or patents, any discovery, invention, secret process, development, research or improvement in procedure that may be generated in connection with this Agreement including, but not limited to, any derivative works and City-specific enhancements and modifications. All intellectual property and other proprietary rights made, conceived or developed by the Contractor alone or in connection with the City in the course of the supply of the Service shall at all times be and remain the sole and exclusive property of the Contractor along with any improvement of any process, know-how, technology and any other materials in respect of the Service to be provided under this Agreement.
3. The City agrees not to remove, modify or use in any way any of Contractor's proprietary marking, including any trade mark, product or service names or copyright notice, without the prior written consent of the Contractor."

25.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by the Standard Provisions for City Contracts (Rev. 10/17) [v.3], followed by other attachments or exhibits in descending numerical or letter order.

26.0 ENTIRE AGREEMENT


This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

[Signature page follows.]

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

THE CITY OF LOS ANGELES,
a Municipal Corporation

By: 
HOLLY L. WOLCOTT
City Clerk

Date: 08/11/2020

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

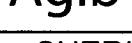
By: 
DANIEL KREINBRING
Deputy City Attorney

Date: 8/10/2020

PRIME GOVERNMENT SOLUTIONS

Sherif

Agib


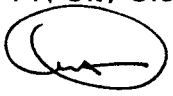
By: 
SHERIF AGIB
Chief Executive Officer

Digitally signed
by Sherif Agib
Date: 2020.07.30
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Date: 7-30-2020

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  
Deputy City Clerk

Date: 8-11-2020



City Business License Number 0003129884
Internal Revenue Service Taxpayer Identification Number 47-1103353
Agreement Number C- 136426

ATTACHMENT A

**STANDARD PROVISIONS
FOR CITY SERVICES CONTRACTS
(Rev. 10/17) [v.3]**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Prime Government SolutionsDate: 07/24/2020Agreement/Reference: Legislative Management System

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

Limits

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

WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party.

\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

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

\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination

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

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

____ **Pollution Liability**

☐ _____

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

100% of the contract price

____ **Crime Insurance**

Other: Submitted to Melinda Novoa at City Clerk, 213-978-0420 on 7/24/2020.

(1) In the absence of imposed automobile liability insurance requirements, all contractors using vehicles during the course of this contract must adhere to the financial/liability responsibility laws of the State of California.

ATTACHMENT B

PRIME ✓ GOV

PRIME
✓
GOV

***Meeting Management
Pricing Schedule***

6-30-2020

PRIME ✓ GOV

Pricing

The PrimeGov Legislative Management platform is a single hosted solution. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following PrimeGov modules are included:

- Agenda Management
- Minutes & Live Meeting Management
- Electronic Voting
- Video streaming

Software Subscription

PrimeGov Platform Year 1 Subscription		\$118,000
PrimeGov Platform Year 2 Subscription		\$121,540
PrimeGov Platform Year 3 Subscription		\$125,186
PrimeGov Platform Year 4 Subscription		\$128,942*
PrimeGov Platform Year 5 Subscription		\$132,810*

*If renewed through contract amendment

Hardware

Component	Quantity	Unit Price	Total Cost
AJA Helos H.264	11	\$2,000	\$22,000

First Year Total

PrimeGov Platform Year 1 Subscription	\$118,000
Four Months from Year 1 Waived	-\$39,333
AJA Helos H.264	\$22,000
Total Cost Year 1	\$100,667

ATTACHMENT C

Product Subscription

City of Los Angeles



PRIME ✓ GOV

Your Subscription includes the following Products

The PrimeGov Agenda Management Suite enables organizations to manage a variety of components related to the legislative process.

The “Suite” consists of the following components and modules:

PrimeGov Committee Manager allows staff to view, edit, and add committees, members, and positions. In one succinct view, a user can take care of all committee tasks efficiently and effectively.

PrimeGov Agenda allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the Staff, Public, Council Members, and others.

PrimeGov Forms/Workflow allows for the automation of the item submission process. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end to end electronic process.

PrimeGov Minutes allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The PrimeGov real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

PrimeGov Public Meeting and Item Search Portal can be integrated directly within the city's website providing a seamless look and feel. Constituents can search for and view meeting materials, and video. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, speakers, and video specific to the item.

PrimeGov Meeting Viewer allows members of the council or committee to participate in the meeting using their web-enabled device. The Meeting Viewer allows members to review, annotate and save notes on agenda materials and items on their agenda in the cloud. The real-time meeting tools also provide information about the current item, speakers, motion information, and votes can be displayed in chambers using the Public Display in real time. Alternatively, the system will also allow members of the council or committee to record their own votes using their web-enabled device. Each committee member can be granted permission to annotate their own digital copy of the meeting material for use during the meeting

PrimeGov Video provides a High-Definition live stream and on-demand viewing for audio or video of meetings. The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be automatically time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

PrimeGov Voting The Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Voting solution also provides a more automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session

Statement of Work



Agenda Management and Video Streaming

July 5th, 2020

Project Objectives & Preliminary Scope

The PrimeGov Agenda Management Suite enables organizations to manage a variety of components related to the legislative process.

The “Suite” consists of the following components and modules; The project planning and implementation activities will include the following objectives and assumptions:

PrimeGov Committee Manager allows staff to view, edit, and add committees, members, and positions.

In one succinct view, a user can take care of all committee tasks efficiently and effectively. As the need arises for further customization of committee member details the process is intuitive and straightforward. Committee manager makes it easy to create initial and subsequent terms quickly, and even split terms if a seat becomes vacant mid-term. Also included are 30, 60, 90-day vacancy reports.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Committees
 - Documentation of Active Positions
 - Documentation of Active Members
 - Documentation of Current Terms (Start Date / End Date)
- Complete Committee Manager training
- Complete User Acceptance Testing
- Review and Sign off Committee Manager configuration

PrimeGov Agrees to:

- Review and Configure up to **(3) Committees (City Council, Budget and Revenue, And Planning)** that are provided as part of the on-boarding assessment including:
 - Committees
 - Active Positions
 - Active Members
 - Current Terms
- Review and discuss modifications required to accommodate PrimeGov best practices, existing functionality, and consistency of the proposed Committee Manager.
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end to end Committee Manager testing
- Provide Committee Manager training

PrimeGov Agenda allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the Staff, Public, Council Members, and others.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Item Types

- Documentation of Meeting Types for each meeting body
 - Documentation of the proposed meeting schedule for each meeting body
- Produce and Share full Word samples including numbering, font, size and other formatting details for each meeting body:
 - Agenda
 - Packet
 - Notice of Cancellation
 - Council Action Letter
- Identify sections and items included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed meeting document templates
- Complete Agenda Training
- Complete User Acceptance Testing
- Conduct end-user training
- Review and Sign off Agenda configuration

PrimeGov Agrees to:

- Review and configure up to (3) Meeting Bodies (**City Council, Planning and Land Use, and another if desired by City of LA**) that are provided as part of the on-boarding assessment as follows:
 - Council Agenda – Regular
 - Council Agenda – Supplemental
 - Council Agenda – Continuation
 - Council Agenda – Special
 - Council Agenda – Cancellation
 - Planning and Land Use – Regular
 - Planning and Land Use – Special
 - Planning and Land Use – Cancellation
- Configure Council Action/Mayor Concurrence Letter
- Configure Journal Compile Template
- Review and configure Item Types
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end to end Agenda Testing
- Deliver full document set per meeting with the proposed layout and design
- Provide Agenda training

PrimeGov Forms/Workflow allows for the automation of the item submission process. This will enable users to ensure items are reviewed electronically and that users can always know where an item is at in the process. Workflow allows for linear routing of an item with its supporting materials on its

journey to an agenda. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end to end electronic process.

Following is an example of the Proposed Intake Process Workflow:

- Online Form (User)
- Create Document (System)
- Create Item (System)
- Add item to the meeting (System)
- Attach documents (System)
- Originator/Creator Review (User)
- Peer Review (Optional)
- Approver Review (User)
- Approve on Agenda

Following is an example of the Proposed Ordinance Workflow:

- Online Form (User) – (Move/Add Item OR Post Meeting Workflow)
- Council Clerk Review (Group)
- Peer Review (Optional)
- Apply eSignature (User)
- Apply Ordinance Number (Future Functionality/Development Required)

Following is an example of the Proposed Mayor Signature Workflow:

- Online Form (User) – (Move/Add Item OR Post Meeting Workflow)
- Send all documents to from item to Mayor for eSignature (Group Step)
- Mayor can sign document within task
 - Deemed Approved
 - Approved
 - Disapproved
 - After 10 days set workflow deadline to mark as approved and return to clerk
- Apply eSignature (User)
- Update Item (System)
- Return to Clerk (Group)

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of the workflow process
 - Form to initiate a submission
 - Staff Report (cover page) Word sample
 - Workflow Steps
 - Identification of originators

- Identification of Review Groups
- Identification of Review Users
- Notification Emails
- Identify a decision maker and lead procedural discussions regarding the workflow process.
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed workflow
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed form and document
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Perform Search on Items within "Items" tab
- Complete Workflow Training
- Complete User Acceptance Testing
- Conduct Workflow end-user training
- Review and Sign off Workflow configuration

PrimeGov Agrees to:

- Review and configure up to (3) workflows that are provided as part of the on-boarding assessment and outlined above including:
 - Workflow Design
 - Workflow Configuration
 - Notification Emails
- Review and configure up to (3) Item Submission Form with accompanying Staff Report that is provided as part of the on-boarding assessment including:
 - HTML Form Design
 - Staff Report Word Document Content Controls
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end to end Workflow and Forms testing
- Provide Workflow training

PrimeGov Minutes allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The PrimeGov real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Motion Types
 - Documentation Motion Type configuration
 - Minutes
 - Motion template
 - Action template
 - Vote result template
- Produce and Share complete Word samples including numbering, font, size and other formatting details for each meeting body:
 - Minutes
- Identify sections and items to be included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed minute templates
- Complete Minutes Training

PrimeGov Agrees to:

- Review and Configure up to (3) meeting bodies that are provided as part of the on-boarding assessment as follows:
 - Journal – Regular (Action Minutes)
 - Journal – Special (Action Minutes)
- Review and configure:
 - Motion Types
 - Motion Type configuration
 - Motion template
 - Action template
 - Vote Result template
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Deliver complete document set per meeting with the proposed layout and design
- Provide Minutes training

PrimeGov Public Meeting Portal and Public Item Search, can be integrated directly within the city's website providing a seamless look and feel. Constituents can search for and view meeting materials, video, and items. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, and video specific to the item. An internal portal can also be used if the city would like to publish meeting documentation internally before it being made available to the public.

Customer Agrees to:

- Provide technical resources required for integration on the city web site and is responsible for end-usersupport of web site.

PrimeGov Agrees to:

- Review and Configure public portal
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Enhance and develop functionality to include:
 - Ensure Mobile Friendly
 - Search All Documents and Attachments
 - Provide Hit Highlighting / Context
 - Provide a method to store searchable tags (Custom Fields) on item search portal
 - Drill down on Search Results
 - Meeting Type → Meeting Item → Item History → Attachments
- Enable and Configure Notifications (Subscriptions – Development Required)
 - Enable the ability to subscribe and receive notifications
 - By Meeting Type / Committee
 - Subscribe to a specific item
 - Subscribe based on keywords/tags such as CEQA or other tags added to an item or meeting
 - Subscribe based on compile type “Hot Sheet” or “Agenda” Etc.
 - Subscribe to compile type including Journal, Council Actions, Council Items, and CEQA.
 - Subscription
- Configure Voting Results display on Public Portal
 - Search based on Voting Member
 - Search based on date range
 - Drill down from Voting member to:
 - Meetings
 - Items

PrimeGov Meeting Viewer allows members of the council or committee to participate in the meeting using their web-enabled device. The Meeting Viewer allows members to review, annotate and save notes on agenda materials and items on their agenda in the cloud. The real-time meeting tools also provide information about the current item, speakers, motion information, and votes can be displayed in chambers using the Public Display in real time. Alternatively, the system will also allow members of the council or committee to record their own votes using their web-enabled device. Each committee member can be granted permission to annotate their own digital copy of the meeting material for use during the meeting.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Users and Permissions
 - Identification of clerks for each meeting type
- Train Council Members and Staff on how to use Meeting Viewer
- Complete End User Meeting Viewer Training

PrimeGov Agrees to:

- Review and Configure up to (3) meeting bodies that are provided as part of the on-boarding assessment including:
 - Block Voting – Ability to vote on categories
 - Notice
 - Held
 - Not Held
- Review and Configure Speaker management
 - Enable ability to track and display how many times a member has spoken visible to the chair and clerk. (Development Required)
 - Allow ability for chair and clerk to change the order of speakers visually on the screen and update all other views. (Future Functionality/Development Required)
- Add a visual indicator to items that have been voted on so those who have not been voted on can be heard separately and easily identified. (Development Required)

PrimeGov Video provides a High-Definition live stream and on-demand viewing for audio or video of meetings. The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be automatically time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - YouTube account configured for embedded live streaming
- Complete Installation of Encoder
 - Provide HDMI or SDI Video Feed
 - Provide HDMI or Analog Audio
 - Provide Network connection
 - RJ-45 Ethernet
 - Static IP Address
 - Gateway
 - DNS
- Complete Video Manager training
- Review and Sign off Committee Manager configuration

PrimeGov Agrees to:

- Install and configure (3) three HELO encoders, and provide support for City of LA Systems Team in setup of remaining (11) eleven HELO encoders
 - One Encoder for English
 - One Encoder for SAP
 - One Encoder for Committee room
 - Remaining Encoders to be setup at the discretion of City of LA Systems Team.
- Review and PrimeGov Video
 - Enhance start and stop video capabilities to align video start with meeting start (Development Required)
 - Enable ability to include live real-time automated closed captioning provided through third party captioning system and streamed through PrimeGov solution.
 - Enable ability to have a post meeting transcript of the meeting (Development

Required)

- Provide Video Installation Configuration Guide

PrimeGov Voting The Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Voting solution also provides a more automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Motion Types
 - Roles
 - Voting options
 - Speaker Management
- Complete Voting training
- Perform a Mock Meeting or other User Acceptance Testing
- Review and Sign off Voting configuration

PrimeGov Agrees to:

- Configure and Review Voting including:
 - Motion Types
 - Roles
 - Voting options
 - Speaker Management
- Provide Voting training
- Enable default vote for members as “Yes”

PrimeGov Core / Administration The Core of the PrimeGov Suite. This allows users and administrators to have an Agenda Management Solution in the cloud with access from any internet connection. All system settings and security are managed and administered from the core

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Identities/Users
 - Roles
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings

- Customer Acceptance Testing
- Complete PrimeGov Administrator Training
- Review and Sign off Core / Administration

PrimeGov Agrees to:

- Deploy of a Cloud Production Environment instance including:
 - Software Suite outlined above
 - Identities/User
 - Email Address
 - First Name
 - Last Name
 - Department
 - Title
 - Roles
 - Administrator
 - General City Staff
 - Committee
 - Members
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings
- Provide PrimeGov Administrator Training

- Configure PrimeGov API / Google AUTH for YouTube Streaming
- Perform a video streaming test
- Provide Video Training

PrimeGov Historical Import (Conversion)

PrimeGov will import historical data for the following conversion work tasks including utilization of a utility that has been specifically developed to assist with streamlining the Granicus conversion process.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Identification of Content
 - Identification of the location of data and supporting files
- Provide access to data and supporting files for import
- Define mapping of data showing source to destination of information
- Provide media files in MP4 video format
- Provide a clear and understandable naming convention to identify files and their location
- Customer Acceptance Testing
- Review and Sign off Historic Import results

PrimeGov Agrees to:

- Provide plan of execution for data migration to be reviewed and signed off by both PrimeGov and City of LA Systems Team
- Import historic documents and meetings for meeting types identified as part of **PrimeGov Agenda** implementation plan
 - Agendas
 - Minutes
 - Packets
 - Council Files in the CFMS System
- Import of MP4 videos with indexing/timestamps on Customer provided YouTube account.
- Provide a Conversion report outlining successful import counts and identification of failed record imports.

PrimeGov Reporting

PrimeGov will report on data stored within the database / system.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Provide a Sample Report
 - Number of Council Files
 - Number of Ordinances
 - Identification of the location of data and supporting files
- Review and Sign off Reports

PrimeGov Agrees to:

- Create 3 reports

- Provide a Report with the following information:
 - Hot Sheet Report (Development Required)
 - CEQA (California Environmental Quality Act) Hot Sheet Report (Development Required)
 - PDF Motions Report

Note: The following optional PrimeGov components are not included in the project scope estimate at this time:

PrimeGov API

Not Included in Project Scope

Customization and Development

PrimeGov offers many integration opportunities and other development to accommodate specific requests or enhancements. While all enhancements are driven by customer demand, the option exists for the customer to purchase custom development.

All items marked as “Requires Development” are considered in scope in relation to the modules within the SOW defined herein.

Consideration for additional development may be requested and added as part of scope within this contract through written mutual agreement by both parties (City and PrimeGov). PrimeGov will assess requested timeline of new development functionality, and use commercial best efforts to accommodate timeline; however, cannot guarantee exact timeline commitment.

General Project Requirements

The following are the general project requirements based upon the processes described above for this PrimeGov implementation.

Customer Agrees to:

- Commit a Project lead and relevant Subject Matter Experts, as needed for successful project delivery.
- Lead development or procedural discussions produce end-user training documentation, and conduct end-user training sessions, as needed.
- Provide technical resources required for video streaming
- provide technical resources required for add-in installation on client workstations and is responsible for end-usersupport.
- Complete Training assigned
- Complete User Acceptance Testing
- Provide feedback and sign off all phases of the project
- Ensure local infrastructure complies with published minimum requirements.
- Provide resources required to use remote sharing software for meetings such as GoToMeeting or Microsoft Teams

PrimeGov Agrees to:

- Commit a project lead and other subject matter experts, as needed for successful project delivery
- Implementation tasks are estimates until the completion of the Gap analysis. After completion of the Gap analysis, PrimeGov and Customer will review the Implementation project requirements, including but not limited to Future State process designs, work effort estimates, timelines, and software, and execute a Change Order Authorization as appropriate.
- Testing and Deployment of Software Upgrades and Patches
- Review and Demonstration of the entire solution in PrimeGov as a refresher of system features and including the approval process.
- PrimeGov will perform a gap analysis with Customer at each step to clarify and confirm the agenda management processes and PrimeGov best practices and functionality. If the customer requests changes to the standard offering those requests will likely impact the work effort estimated within this SOW resulting in further analysis and discussions, and possibly a Change Order and/or additional software development.
- PrimeGov will provide Project Management Activities including:
 - Project Tracking
 - Weekly Status Calls
 - Regular remote share working sessions
 - Issue resolution portal for tracking of issues identified as issues, defects, feature requests, and bugs.
- Review and configuration of user and role permissions within the PrimeGov Solution
- PrimeGov will perform testing of the software functionality and provide support during customer user acceptance testing before production.
 - Training will be provided to those individuals identified as testers for successful User Acceptance Testing

Change Orders

This SOW is intended to communicate all deliverables that relate to this project, and no other deliverables are assumed outside of this SOW. Customer requirements and the “Project Scope” based on the information provided at this time. Although PrimeGov makes every attempt to provide accurate estimates, estimates may change as further details of the solution are identified, and the final Solution Blueprint is developed. If

additional products and/or services beyond those outlined in this SOW are required, a “Change Order Authorization” will be generated outlining the details, as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by PrimeGov and Customer for the changes to be incorporated into the SOW.

ATTACHMENT D

SCHEDULE 1 – Support Services

This Support Contract describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported.

1. **Service Uptime Target.** PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days' notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) on Monday to 03:00 a.m., Mountain Time, on Mondays. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification is provided to the Customer within the minimum two (2) business day period.
2. **Reporting an Issue.**
 - a. **Contact Details.** At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
 - i. Entering a ticket in the help desk system at support.primegov.com.
 - ii. E-mailing the Customer Success team directly at support@primegov.com.
 - iii. Calling the Customer Success team at 801-341-1910.
 - b. **Hours of Coverage.** Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
 - i. **Call for phone support.** Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 801-341-1910.
 - ii. **Enter an issue in the help desk system.** This service is available twenty-four (24) hours a day, seven (7) days a week at support.primegov.com.
 - iii. **Email an issue to the Customer Success team.** This service is available twenty-four (24) hours a day, seven (7) days a week.
 - c. **Customer Priority Identification.** The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

PRIORITY CODE	DESCRIPTION
P1 - Critical	The problem is impacting all Users by the Service being unavailable with no work-around available.
P2 - High	The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available.
P3 - Moderate	The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available.
P4 - Low	Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only.

3. **Resolving an Issue**
 - a. **Steps to Resolution.**
 - i. PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.
 - ii. The issue will then result in one of the following actions:
 1. The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
 2. PrimeGov Customer Success staff will ask for more clarification/ information on the issue.
 3. PrimeGov Customer Success staff may discuss the priority of the issue.
 4. The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.
 - iii. If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.
 - b. **Target Response Time.** PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a "Target Response Time"). The following Target Response Times are within the hours of coverage:

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME <
P1	Critical	30 minutes
P2	High	1 hour
P3	Moderate	2 hours

P4	Low	40 hours
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4. **Problem Escalation.** A Support Call's Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

ROLE	NAME	CONTACT EMAIL
Technical Support Analyst	Robben Weems	robben.weems@primegov.com
Technical Support Lead	Larry Thorpe	larry.thorpe@primegov.com
CEO	Sherif Agib	sherif@primegov.com

5. **Minor Enhancements.** Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case by case basis and will be included under this Agreement at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.

6. **Knowledge Base.** PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at support.primegov.com. The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.

7. **Exclusions**

- a. Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Agreement and will be managed separately.
- b. PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an "as-is" basis at PrimeGov's sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
- c. Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
- d. Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
- e. Either Party being subject to Force Majeure.
- f. The Customer's failure, inability or refusal to allow PrimeGov's personnel proper and uninterrupted access to the Service.

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

I understand that my employer, Prime Government Solutions ("Prime Gov"), has entered into a contract ("Agreement") with the City of Los Angeles to provide various services to the City Clerk's Office.

I understand that Prime Gov has assigned me to provide temporary services to the City Clerk's Office and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, recorded testimony, audio-tapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by Prime Gov or the City of Los Angeles or the City Clerk's Office.

I further understand that all information, records, software programs, documents, and data provided by the City Clerk's Office to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles and/or the City Clerk's Office. Any and all information, records, documents, and data provided by the City Clerk's Office to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal City Clerk's Office request is made through my employer.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Prime Gov and the City of Los Angeles and/or City Clerk's Office.

I will be responsible for protecting the confidentiality and maintaining the security of City Clerk materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to my employer for storage and/or for future transcript requests.

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

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

Digitally signed by Sherif
Agib
Date: 2020.07.30 17:54:19
-07'00'

Sherif Agib

Prime Government Solutions
Representative's Signature
Sherif Agib

Print Name
Chief Executive Offer

Title
7-30-2020

Date

EXHIBIT “B”



PrimeGov

Legislative Management Solution

Statement of Work

Customer Details:

City of Long Beach
411 W Ocean Blvd 11th Fl
Long Beach, CA 90802

Customer Contact:

Monique De La Garza, CMC
City Clerk
562-570-6981
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Prime Government Solutions | 4250 Drinkwater Blvd. Suite 300 | Scottsdale AZ 85251 | 1-833-634-6349

Letter of Introduction

Dear Monique,

Thank you for choosing to partner with PrimeGov on your legislative management solution. Our software has been designed to facilitate every step of the legislative process: from committee appointments to agenda management, virtual council meetings, minutes annotation, and live and archived video streaming. We pride ourselves on ensuring a seamless, cloud-based product that allows you to switch between tasks quickly and effortlessly in a single interface.

While PrimeGov is a smaller company, our team is the most experienced in the industry. Our leadership founded and ran market-leading legislative management solutions for over a decade, and we came together to address the frustration voiced by city and county clerks, regarding the lack of innovation and support they received from their existing products.

At PrimeGov, we are committed to being the number one provider in the legislative management space for local government, and to do that we commit to:

- Exclusively focus on municipal clerks and their technology needs.
- Customer support that proactively ensure our clients are successful. This starts with being available and responsive to our customers, but it also means we are accountable for results.
- Provide comprehensive and seamless cloud-based software. We want to automate your entire legislative process without clunky handoffs between different software applications and interfaces. We also ensure business continuity by allowing our customers to run their entire legislative processes from any location and device.

The world is changing faster than ever, and uncertainty about our future is at an all-time high. As a result, local government operations must transform, including changing the way public/legislative meetings are held. Our solution is 100% cloud-based, including live meeting management tools usable on any device from any location to enable virtual meetings.

The entire PrimeGov team is excited to guide you through a seamless transition from your existing legislative management tools and processes into our cloud-based platform. We look forward to being your long-term partner and supporting your every need throughout the process.

Most Sincerely,
Josh Hurni, Sales Director

Project Assessment

At PrimeGov, we take pride in fully understanding your project and your needs before we begin to work. During the sales process, we have noted that the PrimeGov solution outlined below will fulfill the clients' legislative management software needs.

Product Modules

The following PrimeGov modules **are included** in this proposal:

- Agenda Automation
- Laserfiche Integration
- Meeting Management
 - Electronic Voting
- Video
- Committee Management
- Community Engagement

The following PrimeGov modules **are not included** in this proposal:

- Live Closed Captioning

Client Needs

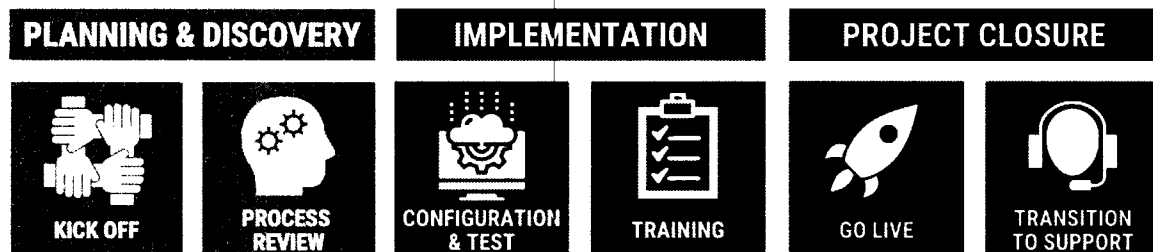
The PrimeGov solution outlined in Product Modules above will apply to the following:

# of Committees	87 Total 4 (City Council, Planning Commission, Water Commission and Long Beach Transit) will include workflows
# of Meeting Types	3
# of Committees	30 Total 4 will be added via workflow (City Council, Planning Commission, Water Commission and Long Beach Transit) agenda management the others will manually add meetings
# of Meeting Types	3
# of Voting Members	13
# of Committees	81

Projected Timeline and Stages

This Statement of Work (“SOW”) is intended to communicate our understanding of the project and all the deliverables that relate to it. A clear understanding of the project is the key to everyone’s success, and we do not assume any additional products or services will be delivered except those described in this SOW. Although PrimeGov makes every attempt to provide accurate estimates it is possible that additional customer requirements or additional details can emerge. If new requirements are discovered or additional products and/or services beyond those outlined in this SOW are required, it may change the estimated cost and timeline provided herein.

PrimeGov Implementation Stages



A project that follows the scope of work described in this document will consist of three distinct stages:

1. Planning & Discovery
 - Kick Off
 - Process Review
2. Implementation
 - Configuration & Test
 - Training
3. Project Closure
 - Go Live
 - Transition to Support

Projected Timeline

The expected duration of a standard project plan, without any changes, is 12 months.

The projected timeline can be impacted by changes in the Project Scope and based on commitments to the General Project Requirements (please see below).

Project Objectives & Preliminary Scope

PrimeGov's legislative management software provides an end-to-end solution designed to provide the necessary tools for effective and transparent creation of meeting content.

The solution consists of the software and services detailed below. The project planning and implementation activities will include the following objectives and assumptions.

Agenda Automation allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the staff, public, council members, and more. This project includes four workflows 1) the City Manager/Department items workflow, 2) the Elected official created item workflow, the 3) the Water Commission and 4) Long Beach Transit agenda management. Meeting bodies outside these workflows will manually add agendas to meetings.

Customer agrees to:

- Complete On-Boarding Assessment including:
- Documentation of Item Types
- Documentation of Meeting Types for each meeting body
- Documentation of the proposed meeting schedule for each meeting body
- Produce and share full Word samples including numbering, font, size and other formatting details for each meeting body:
 - Agenda
 - Packet
 - Notice of Cancellation
- Identify sections and items included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed meeting document templates
- Complete Agenda Training
- Complete User Acceptance Testing
- Conduct end-user training
- Review and Sign off Agenda configuration

PrimeGov agrees to:

- Review and configure up to three (3) meeting types (e.g., regular, special, and workshop) that are provided as part of the on-boarding assessment including:
 - Agenda
 - Minutes
 - Packet
 - Notice of Cancellation
- Review and configure item types
- Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end-to-end agenda testing
- Deliver full document set per meeting with the proposed layout and design

- Provide agenda training

Agenda Automation: Forms/Workflow allows for the automation of the item submission process in the Agenda Automation module. This will enable users to ensure items are reviewed electronically and that users can always know where an item is at in the process. Workflow allows for linear routing of an item with its supporting materials on its journey to an agenda. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end-to-end electronic process. For this project PrimeGov would create a total of four templates 1) City Council staff reports and 2) Planning Commission reports, 3) Water Department staff report and 4) Long Beach Transit coversheet.

Following is an example of the Agenda Item Approval Workflow:

- | | |
|----------------------------|---------------------------|
| 1. Create document | 7. Department Head review |
| 2. Create item | 8. Legal review |
| 3. Add item to the meeting | 9. Finance review |
| 4. Attach documents | 10. City Manager review |
| 5. Originator review | 11. City Clerk review |
| 6. Peer review | 12. Approve on agenda |

Customer agrees to:

- Complete on-boarding assessment including:
- Documentation of the workflow process
 - Form to initiate a submission
 - Notification Emails
 - Workflow Steps
 - Identification of originators
 - Identification of Review Group
 - Identification of Review Users
 - Staff Report (cover page)
 - Word sample
- Identify a decision maker and lead procedural discussions regarding the item approval process.
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed item approval workflow.
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed form and staff report document.
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete workflow training.
- Complete user acceptance testing.
- Conduct workflow end user training.

- Review and sign-off on workflow configuration.

PrimeGov agrees to:

- Review and configure workflows provided as part of the on-boarding assessment including:
 - Workflow Design
 - Workflow Configuration
 - Notification Emails
- Review and configure item submission forms with accompanying staff report that is provided as part of the on-boarding assessment including:
 - HTML form design
 - Staff report Word document content controls
- Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end-to-end workflow and forms testing
- Provide workflow training

Meeting Management allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The PrimeGov real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Motion Types
 - Documentation of Motion Type configuration
 - Minutes
 - Motion template
 - Action template
 - Vote result template
- Produce and share complete Word samples including numbering, font, size and other formatting details for each meeting body:
 - Minutes
- Identify sections and items to be included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed minute templates

- Complete Minutes Training

PrimeGov agrees to:

- Review and configure Meeting Types (e.g., Regular, Special, and Workshop) that are provided as part of the on-boarding assessment including:
 - Minutes
- Review and configure:
 - Motion Types
 - Motion Type configuration
 - Motion template
 - Action template
 - Vote Result template
- Deliver complete document set per meeting with the proposed layout and design
- Provide Minutes training

Member Voting provides a means for members to record their vote during a meeting within Meeting Management and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Member Voting solution also provides a more automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Motion Types
 - Roles
 - Voting options
 - Public Comment
 - Request to Speak
- Complete Member Voting training
- Perform a Mock Meeting or other User Acceptance Testing
- Review and sign off on Member Voting configuration

PrimeGov agrees to:

- Configure and review Voting for the Meeting Types, including:
 - Motion Types
 - Roles
 - Voting Options
 - Speaker Management
- Provide Member Voting training

Video provides high-quality live stream and on-demand audio and/or video of your meetings. The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

Customer agrees to:

- Complete on-boarding assessment, including:
 - YouTube account configured for embedded live streaming
 - Complete Installation of Encoder
 - Provide HDMI or SDI Video Feed
 - Provide HDMI or Analog Audio
 - Provide Network connection
 - RJ-45 Ethernet
 - Static IP Address
 - Gateway
 - DNS
- Complete Video training
- Review and sign off on Video configuration

PrimeGov agrees to:

- Provide Video Installation Configuration Guide
- Configure PrimeGov API/Google AUTH/Zoom
- Perform a video streaming test
- Provide Video training

Committee Management allows staff to easily add and edit committees, members, positions, and terms. The public portal allows for automated application and appointment management through internal workflows built within the PrimeGov system. In one succinct view, a user can take care of all committee tasks efficiently and effectively. Committee Management makes it easy to create initial and subsequent terms quickly, and even split terms if a seat becomes vacant mid-term. Also included are vacancy reports, expiring seats reports, and expiring training reports. For this project PrimeGov will create one committee application and one workflow to process this application.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Committees, Active Positions and Members
 - Documentation of Current Terms (Start Date/End Date), Nominating and Appointing Entities
 - Documentation of Training Types
 - Documentation of Application Management workflow process:
 - Position Application Form to initiate a submission
 - Workflow Steps
 - Identification of Review Users & Groups

- Notification Emails
- Complete User Acceptance Testing
- Review and Sign off Committee Management configuration
- Complete Committee Management training

PrimeGov agrees to:

- Review and Configure Committees that are provided as part of the on-boarding assessment including:
 - Boards and Commissions, Active Positions, and Active Members
 - Current Terms, Nominating and Appointing Entities
- Configure a Committee Management public portal to allow for public display of committee information and acceptance of applications for advertised positions
- Review and discuss modifications required to accommodate PrimeGov best practices, existing functionality, and consistency of the proposed Committee Management.
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Configure up to one (1) Position Application Form for vacant position applications.
- Configure up to one (1) Application Workflow to support the stages of the application lifecycle.
- Complete end to end Committee Management testing.
- Provide Committee Management training.

Community Engagement creates a public portal for citizens to comment on individual agenda items. The comments are text-based and a character limit can be established to replicate the time limit used for public speakers when meetings are in person. All comments will be aggregated into a simple report that you can provide to elected officials. The Request to Speak functionality allows community members to sign up to request to speak for any agenda item. The software will manage the sign-up and provide an ordered list of public speakers that can be called on during the meeting.

Customer agrees to:

- Provide a sample list of typical agenda items where citizens provide comment and/or request to speak during meetings
- Determine type of personal information required of citizens to request to speak or provide public comments such as the following:
 - First Name
 - Last Name
 - Email
 - Physical Address
- Define internal roles that will have access to community comment reports

PrimeGov agrees to:

- Configure agenda settings to include types of agenda items that would be allowed for community comments.
- Tailor form information for personal citizen contact information.
- Train staff on citizen functionality, public portal, and reporting information.

Global Software and Services Offerings

PrimeGov Public Portal can be integrated directly within the Customer's website providing a seamless look and feel. Constituents can search for and view meeting materials, and video. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, speakers, and video specific to the item. An internal portal can also be used if the Customer would like to publish meeting documentation internally before it being made available to the public.

Customer agrees to:

- Provide technical resources required for integration on the Customer website and is responsible for end-user support of website.
-

PrimeGov agrees to:

- Review and configure Public Portal

PrimeGov Historical Import (Conversion) PrimeGov will import historical data utilization of a utility that has been specifically developed for the conversion process.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Identification of Content
 - Identification of the location of data and supporting files
- Provide access to data and supporting files for import
- Provide media files in MP4 video format
- Provide a clear and understandable naming convention to identify files and their location
- Customer Acceptance Testing
- Review and sign off on Historical Import results

PrimeGov agrees to:

- Import of up to 20 years of committee information and eighteen (18) years' worth of historic documents for meeting types identified as part of PrimeGov Agenda Automation implementation, including:
 - Agendas
 - Minutes
 - Packets
- Import of MP4 videos with indexing/timestamps on Customer-provided YouTube account.
- Provide a Conversion report outlining successful import counts and identification of failed record imports.
- Complete one import and one delta import of data after initial import.

PrimeGov Administration allows users and administrators access to the PrimeGov platform from any location with access to an internet connection. All system settings and security are managed and administered from the PrimeGov administrative platform.

Customer agrees to:

- Complete On-Boarding Assessment including:
 - Identities/Users
 - Roles
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings
- Customer Acceptance Testing
- Complete PrimeGov Administrator Training
- Review and sign off on Administration

PrimeGov agrees to:

- Deploy a Cloud Production Environment instance including:
 - Software Suite outlined above
 - Identities/User
 - Email Address
 - First Name
 - Last Name
 - Department
 - Title
 - Roles
 - Administrator
 - General Customer Staff
 - Committee
 - Members
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings
- Provide PrimeGov Administrator Training

PrimeGov Reporting The PrimeGov reporting engine allows users to configure reports on any data stored in the system. Users can create “views” using system tools then use those views to create their own report. Standard reports are also provided and include:

- Committee Member Reports
- Committee Vacancy Reports

- Vote Records
- Attendance Records
- Audit Reports (login, adds, deletes, etc.)
- Usage Reports (Items Submitted, Items Approved, Review Time)

All reports can be exported to (PDF, CSV, and Excel). Users can filter and re-run standard reports or save them.

PrimeGov API The PrimeGov Legislative Management Suite is driven by Restful Web Services. This allows virtually anyone (other software vendors, open data developers) the Client allows to consume the data available in the system. Access is controlled by the Client and the available “datasets” are published by the Client, just like publishing an agenda.

Please contact your Implementation Manager for more information on using the PrimeGov API.

Customization and Development

PrimeGov offers many integration opportunities and other development to accommodate specific requests or enhancements. While all enhancements are driven by customer demand, the option exists for the customer to purchase custom development.

Customization and Development is not included in this Project Scope.

General Project Requirements

The following are the general project requirements based upon the processes described above for this PrimeGov implementation.

Customer agrees to:

- Commit a Project lead and relevant Subject Matter Experts, as needed for successful project delivery.
- Lead development or procedural discussions, produce end-user training documentation, and conduct end-user training sessions, as needed.
- Provide technical resources required for video streaming
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete Training assigned
- Complete User Acceptance Testing
- Provide feedback and sign off all phases of the project
- Ensure local infrastructure complies with published minimum requirements.
- Provide resources required to use remote sharing software for meetings such as GoToMeeting or Microsoft Teams

PrimeGov agrees to:

- Commit a project lead and other subject matter experts, as needed for successful project delivery
- Implementation tasks are estimates until the completion of the Gap analysis. After completion of the Gap analysis, PrimeGov and Customer will review the Implementation project requirements, including but not limited to Future State process designs, work effort estimates, timelines, and software, and execute a Change Order Authorization as appropriate.
- Testing and Deployment of Software Upgrades and Patches
- Review and Demonstration of the entire solution in PrimeGov as a refresher of system features and including the approval process.

PrimeGov will perform a gap analysis with Customer at each step to clarify and confirm the agenda management processes and PrimeGov best practices and functionality. If the customer requests changes to the standard offering those requests will likely impact the work effort estimated within this SOW resulting in further analysis and discussions, and possibly a Change Order and/or additional software development.

PrimeGov will be responsible for the following project management tasks:

- Project Tracking
- Weekly Status Calls
- Regular remote share working sessions
- Issue resolution portal for tracking of issues identified as issues, defects, feature requests, and bugs.
- Review and configuration of user and role permissions within the PrimeGov Solution
- PrimeGov will perform testing of the software functionality and provide support during customer user acceptance testing before production.
- Training will be provided to those individuals identified as testers for successful User Acceptance Testing

Change Orders

This SOW is intended to communicate all deliverables that relate to this project, and no other deliverables are assumed outside of this SOW. Customer requirements and the Project Scope are based on the information provided at this time. Although PrimeGov makes every attempt to provide accurate estimates, estimates may change as further details of the solution are identified, and the final Solution Blueprint is developed. If additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details, as well as time and

cost estimates, of the modifications to this SOW. A Change Order Authorization must be executed by an authorized representative of PrimeGov and Customer for the changes to be incorporated into the SOW.

EXHIBIT “C”

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Pricing

The PrimeGov platform is a single, hosted solution that can be partitioned into separate modules when clients wish to start with specific functions only. Should you decide to add services in the future, you never have to worry about integration or data migration issues because all modules share the same database. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following PrimeGov modules are included in this proposal:

- Meeting Management
 - Member Voting
- Video Manager
- Committee Management
- Community Engagement
- Agenda Automation
 - Laserfiche Integration

The following PrimeGov modules are not included in this proposal:

- Closed Captioning Service

Solution	Investment
Annual	
Agenda Automation	\$20,000.00
Video Streaming	\$16,000.00
Meeting Management	\$12,700.00
Member Voting	\$11,000.00
Committee Management	\$4,900.00
Laserfiche Integration	\$4,000.00
Community Engagement	\$1,230.00
	\$69,830.00
One-Time Costs	
Historical Meeting Data Migration	\$30,000.00
Professional Services	\$5,574.00
Contract Data Migration	\$20,000.00
2 AJA Helo Encoders	\$4,000.00



\$59,574.00

Subtotal **\$129,404.00**

Total First Year Cost \$129,404.00

Subsequent Years: +5% annual increase

