

CONTRACT SUMMARY SHEET

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

DATE: May 20, 2014

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Information Technology Agency

CONTACT PERSON: Irene Mayeda PHONE: 213-978-3327

CONTRACT NO. C-123936 COUNCIL FILE NO.: 13-0112

ADOPTED BY COUNCIL: 5/20/14
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: Socrata, Inc.

TERM OF CONTRACT: 5/15/14 THROUGH: 5/14/17

TOTAL AMOUNT: \$2,000,000.00

PURPOSE OF CONTRACT:

Open Data Initiative

*ITA General Manager delegated authority to amend to extend
for an additional two years in one-year increments.*

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

PRINT

CONTRACT

between

CITY OF LOS ANGELES

and

SOCRATA, INC.

THIS CONTRACT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Information Technology Agency, and Socrata Inc., a Delaware corporation, (hereinafter referred to as "Contractor" or "Socrata").

WITNESSETH:

WHEREAS, the City Council adopted Council File 13-0112 at its meeting held April 19, 2013 instructing the Information Technology Agency (ITA) to develop an initial City of Los Angeles Open Data Initiative pilot program; and

WHEREAS, on December 18, 2013, Mayor Eric Garcetti issued Executive Directive No. 3 – Open Data, to promote transparency and accountability, whereby the City of Los Angeles will make publicly available, raw data in easy-to-find and accessible formats online via an Open Data Portal; and

WHEREAS, the City is committed to providing openness and transparency in municipal activities by providing public access to public City information managed by the City; and

WHEREAS, Contractor is a leading provider of an open data platform and tools, which will aid the City in disseminating public information in an efficient and user friendly manner; and

WHEREAS, Contractor is unique in that it provides the only open data publishing that incorporates a configurable data publishing workflow, including routing and approval. This feature allows for the creation of a private "pre-published: data set for the data owner to maintain and publish when the data meets with the owner's satisfaction; and

WHEREAS, the City is committed to increasing inter-department data sharing to enhance and make more efficient City operations by providing easy-to-find access to internal data repositories, such as geographic information; and

WHEREAS, Contractor is the only product which allows data owners to create multiple views of the same data set, with different access and security settings for each view – moderately, lightly and unthrottled authenticated access. This feature would allow

departments to publish a single source of data with a view approved for public consumption, and view(s) approved for internal City consumption with a single automated workflow; and

WHEREAS, Contractor is the only provider to provide "1-click" federation with another organization to share their data with each other; and

WHEREAS, Contractor is the only Open Data Platform that has passed Federal Information Security Management Act of 2002 (FISMA); and

WHEREAS, Contractor is the platform which is being used to present the Office of the Controller's financial data; and

WHEREAS, it is beneficial to the City to have a common Open Data platform for ease of use by the public, as well as ease of use and supportability for maintenance activities; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, it was determined that City employees do not have the expertise to perform the work; and

WHEREAS, the Contractor has demonstrated to the City that it is well qualified to provide the services and resources necessary; and

WHEREAS, the services to be performed by Contractor are of an expert, technical and proprietary in nature, so competitive bidding under Charter Section 371 is neither advantageous nor practicable for the City; and

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means any information that a receiving party knows or has reason to know is confidential or proprietary information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Contract; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use of disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

1.2 "City" means the City of Los Angeles acting by and through the Information Technology Agency ("ITA"), including all employees, agents, representatives or contractors who use the Site on behalf of the City.

- 1.3 "City Content" means any datasets, discussion forums, and other interactive areas, features or services which City creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, metadata, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that City has not designated as private.
- 1.4 "Private City Content" means City Content that City designates as private through the Socrata User Interface ("Socrata UI"). Private City Content will be treated as Confidential Information.
- 1.5 "Site" means the Cityweb properties using the Socrata software applications under this Contract.
- 1.6 "Site Applications" means the online Socrata software applications made available by Socrata, if any, for use by City with the Site.
- 1.7 "Socrata TOS" mean the terms of service for end users located at <http://www.socrata.com/terms-of-service/> (as may be updated by Socrata from time to time).
- 1.8 "User" means any end user that accesses the Site. Users may include City employees, agents, representatives and/or contractors when they are using the Site for any purpose other than administering the Site on behalf of City.
- 1.9 "User Content" means any discussions, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the City Content on a Site.
- 1.10 "Visualizations" mean visualizations, saved views and other data reports created by Users using the Site.

2. TERM OF CONTRACT

The term of this Contract shall commence on the date the Contract is attested by the City Clerk and terminate three (3) years later. Contract shall be subject to termination by the City if funds are not appropriated for these services in each ensuing fiscal year commencing July 1. Council has delegated authority to the General Manager of ITA to amend the contract to extend the term for an additional two years in one year increments, with the same terms and conditions, so long as funds have been budgeted for this purpose and all other legal requirements have been met. Such amendment may increase prices up to 3% annually in year 4 and year 5 so long as the ITA has budget authority.

3. STATEMENT OF WORK

Upon execution of this Contract by all parties, Socrata will provide the option to purchase the following services pursuant to the Socrata Price List attached as Appendix B:

Software Services			
SKU	Description	Quantity	Monthly Price
SOC-OD-EX	Socrata Open Data Platform Extended Plan Usage Limits: <ul style="list-style-type: none"> • 500 Datasets • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • 25 Premium APIs • 10 Microsites • Sitewide Usage Analytics • 5 DataSlate Landing pages • Socrata University 	1	\$9,491.18
SOC-GS-EX	Socrata GovStat – Extended Plan Usage Limits: <ul style="list-style-type: none"> • 5 Dashboards • 100 Goals • 500 Datasets • Unlimited Reports • Unlimited Users • Socrata University 	1	\$14,236.78
SOC-OD-CB	Socrata Open Checkbook Explorer 1 API connection or file upload from expenditure database	1	\$949.12
SOC-OD-GIS	Socrata ArcGIS Connect Open Data Connector for ArcGIS 10.x	1	\$949.12
SOC-OD-DS-C1	Socrata Custom Data Exploration and Visualization Class 1 <ul style="list-style-type: none"> • 1 Dataset • 1 Page Template • Socrata will evaluate projects for fit and class and price • Socrata retains the right to pass on projects perceived as not a good fit • Socrata will retain all intellectual property of the developed software 	1	\$950
SOC-OD-DS-C2	Socrata Custom Data Exploration and Visualization Class 2 <ul style="list-style-type: none"> • 1 Dataset • Multiple page templates (max 5) • Socrata will evaluate projects for fit, class and price • Socrata retains the right to pass on projects perceived as not a good fit 	1	\$1,500

	<ul style="list-style-type: none"> • Socrata will retain all intellectual property of the developed software 		
SOC-OD-DS-C3	Socrata Custom Data Exploration and Visualization Class 3 <ul style="list-style-type: none"> • Multi-dataset (max 5) • Multiple page templates (max 5) • Socrata will evaluate projects for fit, class and price • Socrata retains the right to pass on projects perceived as not a good fit • Socrata will retain all intellectual property of the developed software 	1	\$3,000
SOC-OD-DS-C4	Socrata Custom Data Exploration and Visualization Class 4 <ul style="list-style-type: none"> • Multi-dataset (max 10) • Multiple page templates (max 10) • Multi-platform (web, mobile) • Socrata will evaluate projects for fit, class and price • Socrata retains the right to pass on projects perceived as not a good fit • Socrata will retain all intellectual property of the developed software 	1	\$5,000
SOC-PS-OSA	Socrata Outsourced Administration (OSA)-Monthly <ul style="list-style-type: none"> • Named Client Services Resource • Includes 10 hours of services per month 	1	\$948.17
	One-time Services		
SKU	Description	Quantity	Price
SOC-PS-ODP-P	Open Data Launch Package – Premium <ul style="list-style-type: none"> • Project charter • Administrative and user training • Graphic Design • API Training • Total professional services hours not to exceed 150 hours in aggregate among Socrata staff. 	1	\$23,490.68
SOC-PS-GS-P	GovStat Launch Package – Premium <ul style="list-style-type: none"> • GovStat site setup including • Administration and user training sessions • 40 hours of Advisory Services • Total professional services hours not to exceed 150 hours in aggregate among Socrata staff. 	1	\$37,371.54
SOC-SU-ODP-B	Socrata Open Data Support – Basic <ul style="list-style-type: none"> • Access to the Socrata knowledge base via the support portal at support.socrata.com • Access to the Socrata Community portal • 8:00am to 5:00pm PT Email and Phone support • Four-hour response window during business hours 	1	Included

	Client Services		
SKU	Description		Hourly Price
SOC-SRV-00100	Socrata Data Analyst		\$147
SOC-SRV-00200	Socrata Designer		\$147
SOC-SRV-00300	Socrata Program Manager		\$185

4. COMPENSATION AND METHOD OF PAYMENT

4.1 Total Contract Expenditure

The City's total obligation under this Contract shall not exceed \$2,000,000 (Two million) dollars. Contractor may not charge the City an amount that will exceed the total obligation under this Contract. Any increase in the total obligation under this Contract must be approved by a written amendment to this Contract.

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

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

Funds have not yet been appropriated for this Contract. Contractor shall not perform work under this Contract until the City notifies Contractor in writing of the amount and duration of the appropriation. Appropriations for work to be performed under this Contract shall be announced in conjunction with the individual solicitations for proposals to perform work under this Contract.

4.2. Invoices

Contractor shall submit invoices to the City department placing the order with a copy to:

Ted Ross, Assistant General Manager
City of Los Angeles - ITA
Finance and Administrative Services
200 N. Main Street, Room 1400
Los Angeles, CA 90012

All work done under this Contract must be pre-approved in writing by ITA's City Project Manager for the desired Socrata product offerings (SKU codes). Invoices for the Open Data Extended Plan and related ongoing hosting services shall be submitted and paid annually. Payment for these hosting services shall be made at the beginning of the annual coverage period. The coverage period runs October 1 to September 30. The GovStat Launch package shall be invoiced at 50% upon written approval by the City Project Manager authorizing the service and the 50% at site launch. Invoices for all other services and one-time expenses shall be submitted and paid following the completion of the implementation of that work and approval by the City Project Manager.

The Contractor may perform work for City departments other than ITA, upon written approval by ITA. In the City department request for Contractor's service, the Statement of Work, maximum spending authority, and duration of engagement must be included in the SOW which must be signed by ITA, and received by the Contractor from ITA prior to Contractor performing any work. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project.

Contractor invoices must conform to City standards and include, at a minimum, the following information with all supporting documentation. Payment of invoices shall be subject to approval by City.

- Name and address of Contractor;
- Name and address of (City) department being billed;
- Date of the invoice and period covered;
- Reference to contract number or authority (purchase order) number;
- Description of completed task, including category of performed work and amount due for the task
- Summary of Name, Title, Hours, and Rate and Total Due for personnel working, and timesheets supporting the charges (if applicable)
- Summary of travel charges detailed by name of traveler, destination, purpose of travel and amount expended, supported by personal

expense statements as detailed in the travel section of this contract (if applicable).

- Original manufacturer invoice for items where cost or cost plus is supported by contract
- Payment terms, total due and due date
- Certification by a duly authorized officer of Contractor
- Discounts and terms (if applicable)
- Remittance Address (if different from Contractor address)

All invoices shall be submitted on the Contractor's letterhead, contain the Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's Project Manager or his designee.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation. The City may at any time request, in writing, changes to the content and format of the invoice and supporting documentation. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

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 conditions of services, labor, materials, supplies or equipment received by any office or department of the City, and approve demands before they are drawn on the Treasury.

5. CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The City and Contractor shall notify, in writing, the other party of any changes in the information.

5.1. Contractor Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Andrew Crow

Title: West Regional Director
Address: Socrata, Inc.
83 S. King St., Suite 107
Seattle, WA 98104
Telephone: (206) 832-0298
Fax: (206) 452-2010
E-Mail: Andrew.Crow@socrata.com

5.2. City's Representative

The CITY hereby appoints the following person, or her designated representative, to represent the CITY in all matters pertaining to this Contract.

Name: Laura Ito
Title: Director of Finance and Administration
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3322
Fax: (213) 978-3310
E-mail: laura.ito@lacity.org

5.3. City's Project Manager

The CITY hereby appoints the following person to act as the Project Manager.

Name: Joyce Edson
Title: Information Systems Manager II
Address: 200 N. Main Street, Room 1300
Los Angeles, CA 90012
Telephone: 213-978-2812
Fax: (213) 485-1597
E-mail: joyce.edson@lacity.org

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice

shall be given, in accordance with this Section, within five (5) working days of said change.

6 LIMITED LICENSE

6.1 License to City. City is hereby granted a limited, non-exclusive, non-sub-licensable, non-transferable license to access and use the Site and Site Applications, including the right to load, store and display City Content on the Site. The license is subject to the terms of this Contract and does not include the right to:

6.1.1 operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata;

6.1.2 modify or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or

6.1.3 use of the Site or the Site Applications other than for their intended purposes. City will use the Site and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site or the Site Applications other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

6.2 Changes to Site and Site Applications. Socrata regularly upgrades and updates the Site and Site Applications. This means that the Site and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require City to schedule and implement the changes. The changes may also mean that City needs to upgrade its equipment in order to make efficient use of the Site. Socrata will provide City with advance notification in this case. The City, in its discretion may determine whether or not to upgrade its equipment. If the City does not upgrade its equipment, and the Site and the Site Applications cannot be used by the City due to such lack of an upgrade, the parties will mutually agree to terminate the Contract and Socrata will provide the City with a refund of any prepaid fees.

7. CITY CONTENT

7.1 City Content. City is solely responsible for all City Content and the use of the interactive areas of the Site by City. The City will upload, to the best of its ability, accurate content. City agrees not to post, upload to, transmit,

distribute, store, create, or otherwise publish through the Site (including in its datasets) any of the following:

- 7.1.1 City Content that is unlawful
 - 7.1.2 City Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
 - 7.1.3 City Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any City Content, City represents and warrants that City has the lawful right to distribute and reproduce such City Content;
 - 7.1.4 City Content that impersonates any person or entity or otherwise misrepresents City's affiliation with a person or entity;
 - 7.1.5 City Content that is subject to any export control laws or regulations that prevent it from being displayed to Users located outside the United States;
 - 7.1.6 Unsolicited promotions, political campaigning, advertising or solicitations;
 - 7.1.7 Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or
 - 7.1.8 Viruses, corrupted data or other harmful, disruptive or destructive files that are knowingly or negligently introduced into the Site by the City.
- 7.2 No Liability for Content. Socrata takes no responsibility and assumes no liability for any City Content or User Content posted, stored or uploaded on the Site by City or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that City and its end users may encounter. City's reliance on any content that it obtains through use of the Site and the Site Applications is at City's own risk.
- 7.3 Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the City Content or other non-Socrata

provided content posted on the Site, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SITE IN VIOLATION OF SECTION 7.1 OF THIS CONTRACT OR TO REQUIRE CITY TO DO THE SAME, AND CITY IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CITY CONTENT POSTED OR STORED ON THE SITE AT CITY'S SOLE COST AND EXPENSE. SOCRATA SHALL BE LIABLE FOR ANY THIRD PARTY CLAIMS FILED AGAINST CITY ARISING OUT OF SOCRATA'S REMOVAL OF USER CONTENT PURSUANT TO THIS SECTION, EXCEPT WHERE SUCH REMOVAL IS AT THE DIRECTION OF THE CITY OR A LAW ENFORCEMENT AGENCY OR OTHER GOVERNMENTAL BODY.

8. TERMINATION

8.1 Termination for Convenience

8.1.1 The City may terminate this Contract for the City's convenience at any time by giving Socrata thirty days written notice thereof. Upon receipt of said notice, Socrata shall immediately take action not to incur any additional obligations, costs or expense, except as may be reasonably necessary to terminate its activities. The City shall only be responsible for Socrata's reasonable and necessary costs incurred through the effective date of termination and those reasonable and necessary costs incurred by Socrata to affect such termination. Thereafter, Socrata shall have no further claims against the City under this Contract except claims for nonpayment of fees incurred prior to the date of termination. Socrata will refund to the City any fees paid by the City in advance of its use of the Site or Site Applications.

8.2 Termination for Breach of Contract

8.2.1 Except for excusable delays as provided in PSC-7, if Socrata fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give Socrata notice of such default. If Socrata does not cure such default or provide a plan to cure such default, which is acceptable to the City within the reasonable timeframe permitted by the City, then the City may terminate this Contract due to Socrata's breach.

8.2.2 If Socrata engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's

lobbying policies, then the City may immediately terminate this Contract. The rights and remedies of the 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.

8.2.3 If City materially breaches any terms of this Contract and such breach remains uncured for thirty (30) days after notice, Socrata may terminate this Contract due to City's breach. Socrata will not be obligated to refund any fees paid prior to the termination of the Contract. The rights and remedies of Socrata 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.

8.2.4 If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Socrata 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 paragraph a), Termination for Convenience.

8.2.5 Socrata shall refund any prepaid fees paid prior to termination; however, the rights and remedies of the 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.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

9.1 Socrata, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the City, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (1) on or in any design, instrumentation, software, hardware, or firmware used by Socrata, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of the Site or Site Applications in accordance with the Contract.

10. OWNERSHIP AND LICENSE

- 10.1 City Content. City owns all City Content and City Marks (defined below), including any intellectual property rights therein. The City may remove the City Content from the Site at any time. Upon removal, City Content will not be available for further download or use. City acknowledges that Users who have previously downloaded or otherwise used any City Content prior to the date the City Content was made unavailable will be able to use the previously obtained City Content after such termination. Such continued use will not be a breach of this license by Socrata.
- 10.2 Socrata Ownership. Socrata solely owns the intellectual property in the Site, the Site Applications, and Visualizations (subject to City's ownership of any underlying City Content used to create the same). Unless explicitly stated herein, nothing in this Contract will be construed as conferring any license to City of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppels, implication or otherwise.
- 10.3 User Content. User Content is owned by the Users and licensed to Socrata pursuant to the Socrata TOS.
- 10.4 Licenses from City.
 - 10.4.1 During the term of this Contract, City grants Socrata and its affiliates a non-exclusive, royalty-free and fully sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display City Content (excluding Private City Content) on or in connection with the Site or Site Applications or to provide services to Users.
 - 10.4.2 During the term of this Contract, City grants Socrata and its affiliates a nonexclusive, royalty-free and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Private City Content solely in connection with Socrata's provision of the Site to the City.
 - 10.4.3 City Marks. City grants Socrata and its affiliates and sub-licensees the right to display and use City's name, trademark and/or logos provided by City (the "City Marks") in connection with the City Content and the Site. All goodwill associated with Socrata's use of the City Marks will inure to the benefit of City.
- 10.5 User Rights. Individual Users of the Site (including City employees, agents, representatives and/or contractors who are accessing the

Site through the standard UI and not as an administrator for City) are subject to the Socrata TOS. For the avoidance of doubt, Users do not obtain any ownership rights in content through their use of the Site.

11. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- 11.1 Contractor shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that Contractor estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the Designated Administrative Agency (DAA).
- 11.2 Contractor further pledges that it will, during the term of the Contract, shall
 - a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- 11.3 Any Subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- 11.4 Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject Contractor has violated provisions of the FSHO.

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

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

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

"As provided in Charter Section 470(c) (12) and related ordinances, you are a subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470 (c) (12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of the contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213.978.1960."

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all remedies available at law.

13. CONTRACTOR PERFORMANCE EVALUATION

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's

performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

14. CONTRACT AUDITS AND RECORDS

Contractor agrees that once annually, the City or its delegates will have the right to review all records pertaining to performance of the Contract. Contractor agrees to provide the City or its delegate, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement provided that (i) such audits shall be conducted in a manner that will not interrupt or impede Contractor's normal business operations; (ii) City will comply with all Contractor safety and security procedures while on Contractor premises, and (iii) City shall provide Contractor with a copy of any report resulting from such audit. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Contract.

15. CONTRACT MODIFICATIONS, CHANGES OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the CITY and CONTRACTOR and may be amended only by further written agreement.

16. INCORPORATION OF STANDARD PROVISIONS/ORDER OF PRECEDENCE

With the exception of PSCs 10, 21 and 23, the City of Los Angeles Standard Provisions for City Contracts (Rev. 03/09) is hereby attached as Appendix A, are hereby incorporated by reference into this Contract as though fully set forth herein.

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length.

This Contract (including amendments hereto)

Appendix A: Standard Provisions for City Contracts (Rev. 03/09)

Appendix B: Socrata Price List (dated: 2/21/14).

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

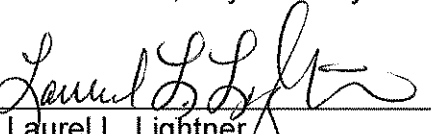
The provisions of this Contract

Appendix A

Appendix B

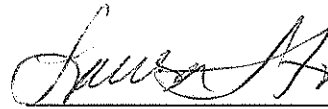
IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: 
Laurel L. Lightner
Assistant City Attorney

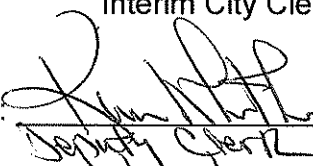
Date: 5-20-2014

CITY OF LOS ANGELES


Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: 5-14-14

ATTEST: Holly Wolcott,
Interim City Clerk


By: 
Deputy Clerk



Date: 5/20/14

C-123936

SOCRATA INC.


Signature

DAN WASSEL
Printed Name

CFO
Title

May 13, 2014
Date

Signature

Printed Name

Title

Date

BTRC No.: _____

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
 - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum LimitsName: Socrata IncorporatedDate: 01/14/2014Agreement/Reference: To develop an initial City of Los Angeles Open Data Initiative pilot program

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

☒ **General Liability** \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions) \$1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Sent to Irene Mayeda @ ITA

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

2) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>



Date: 2/21/14

Socrata, Inc.
83 S. King St, Suite 107
Seattle, WA 98104
www.socrata.com

Socrata Services

Software Services			
SKU	Description	Quantity	Monthly Price
SOC-OD-EX	Socrata Open Data Platform Extended Plan <u>Usage Limits:</u> <ul style="list-style-type: none"> • 500 Datasets • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • 25 Premium APIs • 10 Microsites • Sitewide Usage Analytics • 5 DataSlate Landing pages • Socrata University 	1	\$9,491.18
SOC-GS-EX	Socrata GovStat – Extended Plan <u>Usage Limits:</u> <ul style="list-style-type: none"> • 5 Dashboards • 100 Goals • 500 Datasets • Unlimited Reports • Unlimited Users • Socrata University 	1	\$14,236.78
SOC-OD-CB	Socrata Open Checkbook Explorer 1 API connection or file upload from expenditure database	1	\$949.12
SOC-OD-GIS	Socrata ArcGIS Connect Open Data Connector for ArcGIS 10.x	1	\$949.12
SOC-OD-DS-C1	Socrata Custom Data Exploration and Visualization <u>Class 1</u> <ul style="list-style-type: none"> • 1 Dataset • 1 Page template • Socrata will evaluate projects for fit and class and price • Socrata retains the right to pass on projects perceived as not a good fit • Socrata will retain all intellectual property of the developed software 	1	\$950
SOC-OD-DS-C2	Socrata Custom Data Exploration and Visualization <u>Class 2</u> <ul style="list-style-type: none"> • 1 Dataset • Multiple page templates (max 5) • Socrata will evaluate projects for fit, class and price • Socrata retains the right to pass on projects perceived as not a good fit • Socrata will retain all intellectual property of the developed software 	1	\$1,500

SOC-OD-DS-C3	Socrata Custom Data Exploration and Visualization <u>Class 3</u> <ul style="list-style-type: none"> Multi-dataset (max 5) Multiple page templates (max 5) Socrata will evaluate projects for fit, class and price Socrata retains the right to pass on projects perceived as not a good fit Socrata will retain all intellectual property of the developed software 	1	\$3,000
SOC-OD-DS-C4	Socrata Custom Data Exploration and Visualization <u>Class 4</u> <ul style="list-style-type: none"> Multi-dataset (max 10) Multiple page templates (max 10) Multi-platform (web, mobile) Socrata will evaluate projects for fit, class and price Socrata retains the right to pass on projects perceived as not a good fit Socrata will retain all intellectual property of the developed software 	1	\$5,000
SOC-PS-OSA	Socrata Outsourced Administration (OSA)-Monthly <ul style="list-style-type: none"> Named Client Services Resource Includes 10 hours of services per month 	1	\$948.17

One-time Services			
SKU	Description	Quantity	Price
SOC-PS-ODP-P	Open Data Launch Package – Premium <ul style="list-style-type: none"> Project charter Administrative and user training Graphic Design API Training Total professional services hours not to exceed 150 hours in aggregate among Socrata staff. 	1	\$23,490.68
SOC-PS-GS-P	GovStat Launch Package – Premium <ul style="list-style-type: none"> GovStat site setup including Administration and user training sessions 40 hours of Advisory Services Total professional services hours not to exceed 150 hours in aggregate among Socrata staff. 	1	\$37,371.54
SOC-SU-ODP-B	Socrata Open Data Support – Basic <ul style="list-style-type: none"> Access to the Socrata knowledge base via the support portal at support.socrata.com Access to the Socrata Community portal 8:00am to 5:00pm PT Email and Phone support Four-hour response window during business hours 	1	Included

Client Services		
SKU	Description	Hourly Price
SOC-SRV-00100	Socrata Data Analyst	\$147
SOC-SRV-00200	Socrata Designer	\$147
SOC-SRV-00300	Socrata Program Manager	\$185

Conditions

1. Prices valid for initial 3 years. After 3 years prices will increase no more than 3% per year.

2. Socrata Products and Services Descriptions

Subscription Services

Socrata Open Data Portal

Applicable SKUs: Soc-ODP-B, Soc-ODP-Ex, Soc-ODP-Ent

The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- ♦ **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- ♦ **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- ♦ **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- ♦ **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- ♦ **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- ♦ **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- ♦ **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- ♦ **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- ♦ **Socrata API Foundry:** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.
- ♦ **Socrata Microsites:** This enterprise feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights. Microsite Limitations: Microsites share the capacity limits of the parent's site. Each Microsite has a limit of 50 datasets
- ♦ **Unlimited Socrata University Classes:** - The Socrata University Webinar Series provides new and experienced Socrata users with first-hand knowledge of the many features within the leading Open Data solution. Attendance to Socrata 101 is free and open for all Socrata Customers and special guests. Enrollment in Socrata University is required for attendance to the advanced classes. The Curriculum includes:
 - **Socrata 101:** Held twice a month, this class includes basic site training, publishing, built-in dataset features, data visualization, embedding, and more. There will be 60 minutes of presentation followed by 30 minutes of Q&A.
 - **Socrata 201:** If you are ready to move to a higher level of expertise, join implementation specialist Darrell Cabaes for our Socrata University 201 course. You'll learn how to: create more advanced visualizations, use high-level administrative features for greater efficiency, and distribute your data across the web by embedding the Social Data Player.
 - **Socrata API School:** Held at least once a month, this class is led by our engineering team to get you started on using SODA to publish and consume data. There will be 60 minutes of presentation followed by 30 minutes of Q&A.
 - **Socrata Introduction to Integration:** Learn what it takes to automate publishing data to the Socrata platform. We'll cover workflow basics and show you the options for integrating your existing data with your Open Data Portal. You'll leave with the tools and knowledge to determine your organization's best integration strategy.
 - **Graduation:** Socrata students that attend 101, 201, API classes, and pass a publishing and visualization "exam" will receive a certified graduate diploma in mail from Socrata headquarters.

Socrata Open Data Apps

Applicable SKUs: Soc-OD-311, Soc-OD-CB, Soc-OD-GIS, Soc-OD-EL, Soc-OD-HM, Soc-OD-DS

As a complementary solution to the Socrata Open Data Portal, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- ♦ **Open 311 Explorer:** A ready-to-deploy app that extends 311 service request systems to the web and enables effective self-service for residents. This map-based explorer allows residents to check on their service request, visualize what's happening in their neighborhood, and compare service levels across city departments. This app takes 1 dataset, which is updated directly from the city's 311 system.
- ♦ **Open Checkbook Explorer:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data. The same app can be repurposed for budget exploration.
- ♦ **ArcGIS Connect:** Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open data experience. For use with ESRI ArcGIS 10.x
- ♦ **Open Elections Explorer:** A web and mobile application for disseminating and visualizing up-to-date election results, and ballot measures. The app also includes an interactive map for locating ballot drop boxes, with pertinent voter information. The app gives citizens an easy way to explore election results using interactive charts while offering the government organization a scalable system that streamlines frequent updates on web and mobile interfaces, as results are tabulated and counted, with no manual intervention.
- ♦ **Health Indicators Explorer:** A comprehensive health indicator data warehouse and interactive dashboard that brings together trend data on up to 200 health system measures from multiple data sources to provide a picture of the status of the health system. It allows analysts, practitioners and members of the public to quickly view data on a given topic from multiple sources; Compare national metrics with regional and state level metrics; See trends over time; Compare data across variables such as income, race, age, and insurance coverage type; View data in both graphical and table format; Explore the data, create custom visualizations, download and access the data programmatically via open APIs.
- ♦ **Custom Data Experiences:** Through the use of Socrata's DataSlate, a data experience content and creation tool, we can create custom experiences to match your desired need. This drag-and-drop design tools allows us to create beautiful web and mobile information products for our clients that bring the citizen experience to the modern consumer era. Custom experiences can be scoped and delivered in a fast and cost effective way.

Socrata GovStat

Applicable SKUs: Soc-GS-B, Soc-GS-Ex, Soc-GS-Ent

Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens.

GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features:

- ♦ Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses.
- ♦ A consistent language and common definitions for performance measurement across departments.
- ♦ Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected.
- ♦ Automatic calculation and reporting of progress against strategic goals.
- ♦ Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly.
- ♦ An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback
- ♦ **Unlimited Socrata University Classes:** - The Socrata University Webinar Series provides new and experienced Socrata users with first-hand knowledge of the many features within the leading Open Data solution. Attendance to Socrata 101 is free and open for all Socrata Customers and special guests. Enrollment in Socrata University is required for attendance to the advanced classes. The Curriculum includes:
 - **Socrata 101:** Held twice a month, this class includes basic site training, publishing, built-in dataset features, data visualization, embedding, and more. There will be 60 minutes of presentation followed by 30 minutes of Q&A.
 - **Socrata 201:** If you are ready to move to a higher level of expertise, join implementation specialist Darrell Cabales for our Socrata University 201 course. You'll learn how to: create more advanced visualizations, use high-level administrative features for greater efficiency, and distribute your data across the web by embedding the Social Data Player.
 - **Socrata API School:** Held at least once a month, this class is led by our engineering team to get you started on using SODA to publish and consume data. There will be 60 minutes of presentation followed by 30 minutes of Q&A.

- **Socrata Introduction to Integration:** Learn what it takes to automate publishing data to the Socrata platform. We'll cover workflow basics and show you the options for integrating your existing data with your Open Data Portal. You'll leave with the tools and knowledge to determine your organization's best integration strategy.
- **GovStat 101:** Held twice a month, this class includes basic site training, publishing, built-in dataset features, data visualization, embedding, and more. There will be 60 minutes of presentation followed by 30 minutes of Q&A.
- **Graduation:** Socrata students that attend 101, 201, API classes, and pass a publishing and visualization "exam" will receive a certified graduate diploma in mail from Socrata headquarters.

Professional Services and Support

Open Data Launch Packages

Applicable SKUs: Soc-PS-ODP-B, Soc-PS-ODP-S, Soc-PS-ODP-P, Soc-PS-ODP-C

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

Specific deliverables of your open data launch include:

Open Data Launch Package- Premium, includes:

- ◆ Project charter
- ◆ (1) Kickoff call and up to (12) weekly meetings through launch date
- ◆ DNS and SSL setup
- ◆ Site skinning, styling, and CSS
- ◆ Custom header and footer
- ◆ Integration of "suggest a dataset" functionality
- ◆ Administrative training
- ◆ Training on the upload of your first dataset via Socrata University
- ◆ Up to 3 private, individual training sessions tailored for your open data launch needs
- ◆ Enrollment in Socrata University 101, 201 and API 101 classes
- ◆ Initial data upload of up to 15 datasets
- ◆ Data curation of up to 20 datasets
- ◆ Custom Social Data Player styling and configuration
- ◆ Graphic Design and implementation of your home page stories
- ◆ Graphic Design and implementation of your home page featured datasets
- ◆ API Foundry training and advanced API setup for up to 3 key datasets
- ◆ Semi-annual health check and best practices tune-up
- ◆ Total professional services hours not to exceed 150 hours in aggregate among Socrata staff.
- ◆ This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

Open Data Launch Package- Custom, see attached Appendix A for custom Statement of Work.

GovStat Launch Packages

Applicable SKUs: Soc-PS-GS-B, Soc-PS-GS-S, Soc-PS-GS-P, Soc-PS-GS-C

The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program: 1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens.

GovStat Launch Package- Premium, includes a mix of technical consulting and advisory services over the expected 16-week period:

- (1) Kickoff call and up to (16) weekly meetings through launch date
- GovStat site setup including: DNS and SSL, site configuration and, styling,
- 3 Site Administration training sessions
- 3 Data Publishing and Visualization training sessions
- 3 Goal-setting and Dashboard Creation training sessions
- 3 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 15 datasets
- Socrata-led initial setup of 2 dashboards with up to 2 complete goals each
- Client-led, Socrata-assisted, end-to-end configuration of a complete dashboard with up to 10 visualized goals
- Enrollment in Socrata University 101 and 201 classes
- Access to technical support and expert assistance throughout the project
- **40 hours of Advisory Services** that can be allocated towards Developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- Two onsite engagements of up to 4 days each. The rest will be managed and delivered remotely using web and telephone conferencing.
- This package also includes 2 semi-annual health checks and best practices tune-ups

Total professional services hours not to exceed 150 hours in aggregate among Socrata staff.

Socrata Basic Customer Support Packages

Applicable SKUs: Soc-SU-ODP-B, Soc-SU-GS-B, Soc-SU-DC-B

The Socrata Basic Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer.

Elements include:

- Access to the Socrata knowledge base via the support portal at support.socrata.com
- Access to the Socrata Community portal
- 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

Outsourced Solution Administration (OSA) – Monthly

Applicable SKUs: Soc-PS-OSA

Outsourced Solution Administration (OSA) is designed for Customers that would like to use a Socrata resource to outsource the management, monitoring, and administration of their Socrata deployment. A named Socrata Client Services resource will be assigned to help administer the Customer's application with specifics to be determined based on the Customer's business needs. Typical services include data curation, data consultation, data cleansing, site design and branding, graphic design, and administrative training. A single unit of this package includes up to 10 hours of OSA services per month for a set term. Up to 10 blocks can be purchased. All monthly hours expire at the end of given month. Customer is responsible for Socrata's travel and expenses in the event of an onsite visit, however this service is generally provided in a remote fashion.

Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"

- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Dashboard

An interactive web interface that groups multiple indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

Goals

Performance achievement targets that are set by the organization and are automatically measured in Socrata GovStat.

Active Form

A collection of input form fields that make up a data capture interface in Socrata DataCollect. Active Forms can be accessed by a user on the web or via a mobile device. Forms can be switched off and archived, in which case the data remains, but the form is no longer active.

Data Collection App

Active Forms and business logic can be grouped together and deployed as a Data Collection App in the field. The app allows the Customer to collect data in stages, validate the input at each stage, and apply rules-based logic to support a business process.

Form Submission

Form Submissions are success events that are triggered when a user completes a form, or a collection of forms that are bound to the same app and submits it to the central system. A Form Submission is registered only upon successful completion and capture of the data on the Socrata DataCollect Customer instance.

Usage Limitations

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100,000,000

Geocoding Requests per month	500,000
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