

0150-12505-0000

TRANSMITTAL

TO
The Council

DATE
11/07/2023

COUNCIL FILE NO.
--

FROM
The Mayor

COUNCIL DISTRICT
--

**Proposed Professional Services Agreement with the University of Southern California
for Body-Worn Video Analytic Research Services**

Transmitted for further processing. See the
City Administrative Officer report attached.



MAYOR
(Chris Thompson for)

MWS:LMP:04240041

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

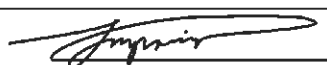
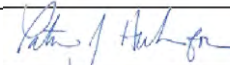
To: The Mayor	Date: 10-25-23	C.D. No. --	CAO File No.: 0150-12505-0000
Contracting Department/Bureau: Police Department		Contact: James Acheron, (213) 486-0378	
Reference: Board of Police Commissioners Transmittal dated October 6, 2023			
Purpose of Contract: To provide body-worn video analytic research services.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years from the date of execution	
Contract/Amendment Amount: No-cost contract to the City of Los Angeles – The Contractor agrees to donate its staff time and services equivalent to an average agreed value of \$50,000 per year.			
Proposed amount: \$0.00 + Prior award(s) = \$0.00			
Source of funds: N/A			
Name of Contractor: The University of Southern California			
Address: 1150 S. Olive Street, Suite 2300, Los Angeles, CA 90015			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Slavery & Border Wall Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50			X
13. Prohibited Contributors (Bidders) CEC Form 55			X
14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Chief of Police, or his designee, to execute a professional services agreement between the City of Los Angeles, acting by and through the Los Angeles Police Department (LAPD), and the University of Southern California (Contractor) to provide body-worn video analytic research services. The Contractor has agreed to donate its staff time and services equivalent to an average agreed value of \$50,000 per year. The agreement will have a term of three years from the date of execution, subject to the review and approval of the City Attorney as to form.

SUMMARY

At its meeting on October 3, 2023, the Board of Police Commissioners (Board) approved a proposed contract between the City of Los Angeles, acting by and through the LAPD, and the Contractor to provide body-worn video analytic research services through a donation of its staff time and services equivalent to an average agreed value of \$50,000 per year. The LAPD requests to execute the proposed contract for a term of three years, commencing on the date of execution.

 LMP Analyst	0150-12505-0000	 City Administrative Officer
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The Contractor, through its Everyday Respect research team, will analyze Police Officer communications in body-worn video (BWV) camera footage and conduct follow-up research on the quality of communications used in the encounters with members of the public. This includes the following deliverables:

- Approximately **six months** into the project, the research team will provide:
 - 1) A presentation and written report detailing the following:
 - a. Community, law enforcement leadership, and patrol officer perspectives on what constitutes “good” communication during motor vehicle stops;
 - b. Analysis of how these perspectives align with one another and how the community perspectives align with current LAPD training materials; and,
 - 2) An annotation manual to guide human coding of officers’ and community members’ verbal and non-verbal communication during traffic stops, as recorded by body-worn video cameras.
- Approximately **twelve months** after receiving access to BWV footage, the research team will provide a presentation and written report of the pilot analysis of 1,000 motor vehicle stops. This will include:
 - 1) Analysis of how officer communication, across the 1,000 stops evaluated thus far, aligns with community and law enforcement perspectives regarding what constitutes “good” communication;
 - 2) Preliminary descriptive analysis of how officer communication varies according to the following factors:
 - a. Characteristics of the community member;
 - b. Characteristics of the officer;
 - c. The nature and outcome of the stop; and,
 - d. The characteristics of the neighborhood in which the stop occurs.
- Approximately **eighteen months** after receiving access to BWV footage, the research team will provide a presentation and written report detailing preliminary analysis of approximately 30,000 stops including:
 - 1) Analysis of how officer communication varies according to a wide range of factors:
 - a. The (perceived) race and gender of the community member;
 - b. The race, gender, experience level, and training of the officer;
 - c. The reason for and outcome of the stop;
 - d. The nature of neighborhood in which the stop occurs; and,
 - e. Interactions between these different factors.
 - 2) What aspects of officer communication early in a stop affect the evolution of the interaction and the overall quality and safety of the interaction;
 - 3) How communication by the LAPD officers aligns with community and law enforcement perspectives regarding what constitutes “good” communication; and,
 - 4) Other research questions identified by the research team in the course of their work.

The final research findings received from the Contractor will be published in leading academic journals and utilized to enhance communications training, policies and practices inside the LAPD as well as to

promote the LAPD's accountability to the public.

The research and data analysis services to be performed are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City's interests.

The City Attorney has determined that the Contractor is uniquely positioned to provide these services to the Department and has approved the Agreement as to form.

A Charter Section 1022 Determination was completed by the Personnel Department on August 31, 2023, which stated that City employees cannot perform the work requested because the analysis requires an impartial perspective from experts and scholars outside of the City workforce.

In accordance with the Los Angeles Administrative Code Section 5.467(d), Council approval of the proposed contract is required since this is a donation to the Police Department with an estimated value in excess of \$10,000. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

Approval of the proposed agreement will have no additional impact to the General Fund. This is a no-cost contract to the City. The University of Southern California has agreed to donate its staff time and related services at an average agreed value of \$50,000 per year for a term not to exceed three years.

FINANCIAL POLICIES STATEMENT

Compliance with the City's Financial Policies is not applicable to this agreement, as it consists of a no-cost donation to the City of staff time and related services.

MWS:LMP:04240041

Attachment

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

DR. ERROLL G. SOUTHERS
PRESIDENT

RASHA GERGES SHIELDS
VICE PRESIDENT

WILLIAM J. BRIGGS, II
MARIA LOU CALANCHE
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MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



KAREN BASS
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

MARK P. SMITH
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

October 6, 2023

BPC #23-201

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE UNIVERSITY OF SOUTHERN CALIFORNIA FOR BODY WORN VIDEO
ANALYTIC RESEARCH SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, October 3, 2023, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Rebecca Munoz".

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

2:3-201
REVIEWED *[Signature]* 9/27/23
RICHARD M. TEFANK DATE
EXECUTIVE DIRECTOR

September 27, 2023

1.14

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE UNIVERSITY OF SOUTHERN CALIFORNIA FOR BODY WORN VIDEO ANALYTIC RESEARCH SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement for body worn video analytic research services between the City of Los Angeles (City) and the University of Southern California (Contractor).
2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

The Los Angeles Police Department (LAPD or Department) seeks the services of the Contractor and to engage in this mutually beneficial research project. The goal of this project is to analyze officer communications in body worn video footage and to conduct follow up research on the quality of communications used in encounters with members of the public. This analysis and the feedback received from the Contractor will be utilized to enhance communications training as well as to promote the Department's accountability to the public.

The City Attorney has determined that the Contractor is uniquely positioned to provide these services to the Department. The term of the agreement will commence upon signing by all signatories to the Professional Services Agreement and will run for a term of three years. Deputy City Attorney Samuel Petty of the Office of the City Attorney has approved the Agreement as to form.


The Honorable Board of Police Commissioners

Page 2

1.14

Should you have any questions concerning the research service, please contact Commander Marla Ciuffetelli, Assistant to the Director, Office of Constitutional Policing and Policy, at (213) 486-8720.

Respectfully,

A handwritten signature in blue ink, appearing to be "MR Moore", written over a faint circular stamp.

MICHEL R. MOORE
Chief of Police

Attachments

BOARD OF
POLICE COMMISSIONERS
Approved *October 3, 2023*
Secretary *Rebecca Muñoz*

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: THE UNIVERSITY OF SOUTHERN CALIFORNIA

REGARDING: Data Analysis Services

AGREEMENT NUMBER:

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND THE UNIVERSITY OF SOUTHERN CALIFORNIA
FOR DATA ANALYSIS SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Departments (hereinafter referred to as the "LAPD" or the "Department"), and the University of Southern California (hereinafter referred to as "USC" or the "Contractor"). This Agreement governs an arrangement through which City shall make available certain data described below to USC. Each of USC and City may hereinafter be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Everyday Respect research team is an interdisciplinary scientific team based at USC that includes scholars in the fields of sociology, public health, computer science, electrical engineering, political science, psychology, and public policy;

WHEREAS, the LAPD wishes to enable data-driven analysis of interactions of its patrol officers with community members during traffic stops. This will enable evidence-based support for police best practices and the development of new knowledge, research tools, and training curricula that may have a national impact;

WHEREAS, for the purpose of creating a beneficial collaboration that will support the mission of the LAPD as well as the mission of the Contractor, the City desires to enter into an agreement with the Contractor to conduct research and data analysis and prepare reports on topics related to communication during traffic stops;

WHEREAS, the research and data analysis to be performed are expert and technical but also temporary and occasional in nature;

WHEREAS, USC and LAPD desire to clarify duties and responsibilities with regard to City Data, the management of the Everyday Respect research team, and the execution of the projects contemplated under this Agreement;

WHEREAS, LAPD shall make City Data available to USC as described herein;

WHEREAS, Contractor is familiar with the Department's needs and operational procedures, and has expertise in data analysis and research; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which Contractor will perform the work and furnish the deliverables as described herein for

consideration and upon the terms and conditions as hereinafter provided.

WHEREAS, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure these services by contract; and

WHEREAS, the services required are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City's interests; and

NOW, THEREFORE, in consideration of the mutual promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

1.0 DEFINITIONS

1.1 DATA or CITY DATA

Data or City data means the data as described in Section 10.1 below.

1.2 CONTRACTOR INVESTIGATORS

Contractor Investigators refers to Dr. Lauren Brown, Dr. Morteza Dehghani, Dr. Brittany Friedman, Dr. Ellie Graeden, Dr. Benjamin Graham, Dr. Shrikanth Narayanan, Dr. Michael Sierra-Arévalo, and Dr. Nicholas Weller.

1.3 PROJECT

Project means the research project described in Attachment D, Statement of Work, attached hereto.

2.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

2.1 Parties to the Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – The University of Southern California, located at 1150 South Olive Street, Suite 2300, Los Angeles, California 90015.

2.2 Representatives of the Parties

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

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

Chief of Police
Los Angeles Police Department
100 West First Street, Ste. 1072
Los Angeles, California 90012

With copies to:

Director
Office of Constitutional Policing and Policy
Los Angeles Police Department
100 West First Street, Rm. 1050
Los Angeles, California 90012

B. Contractor's representative is, unless otherwise stated in the Agreement:

University of Southern California
Stevens Center for Innovation
Director of Operations
1150 S. Olive Street, Suite 2300
Los Angeles, CA 90015
Email: MTA@stevens.usc.edu

2.3 Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

2.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

3.0 TERM OF AGREEMENT

This Agreement is effective as of the date by which the authorized signatories of

each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form ("Effective Date").

Unless terminated earlier pursuant to PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 9/22) [v.1], this Agreement will terminate three (3) years from the Effective Date.

4.0 STATEMENT OF WORK

- A. During the term of this Agreement, Contractor shall perform the Project, implement the tasks, and provide the deliverables identified herein and in Attachments to this Agreement, collectively defined as the "Statements of Work" or "SOW."
- B. All work, tasks, and deliverables are subject to Department approval in accordance with the SOW for the sole purpose of ensuring that the Contractor and any third parties described in Section 7.8 have agreed to the requirements and activities described in the Statement of Work.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Project as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.
- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 11.0, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, a new Attachment for a Statement of Work will be added under this Agreement to include the additional work.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 11.0, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

5.0 ACCESS TO CITY FACILITIES

The City shall provide Contractor access to City facilities and personnel during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except City holidays.

In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide the City with forty-eight (48) hours' notice prior to each requested access. Each such request will be subject to approval by the City.

6.0 COST

Contractor's staff, including, but not limited to Contractor Investigators, shall perform the services described herein and in the Attachments. The donation of staff time and services has an average agreed value of \$50,000 per year. In exchange, City, through the LAPD, shall supply Contractor with data and staff time necessary for the purposes of performing the Project described herein and in the Attachments. Contractor is responsible for the cost of (i) all cloud services including storage, ingress, and egress of data; (ii) the purchase and installation of any computers necessary to the project; and (iii) the provisioning and maintenance of those computers.

7.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

"Protected Confidential Material" includes all written, graphic, or visual information, whether originals or copies, including but not limited to videos, audio, reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to the Contractor.

"Protected Confidential Material" also includes the specific data sets to be provided to Contractor pursuant to Attachment D, Statement of Work, including but not limited to Body Worn Videos, Automatic Field Reports ("AFDRs"), and Officer Personnel Information Data ("Study Data"). That material is to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

7.1 Confidentiality and Restrictions on Disclosure of Protected Confidential Material

- A. All documents, records, data, and videos provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Project are Protected Confidential Material.

Contractor hereby agrees that all Protected Confidential Materials to which it is given access or which it has reviewed during its performance of this Agreement will remain the property of the City. The Contractor agrees not to provide Protected Confidential Material, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity not working on the Project research team. Contractor agrees not to copy, disseminate, or allow access to any Protected Confidential Material other than those working on the Project. The Contractor agrees that all Protected Confidential Material used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out the Project and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records.

- B. The Contractor will make the Protected Confidential Material provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Protected Confidential Material about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process Protected Confidential Material in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means. Contractor further agrees to secure any Protected Confidential Material received or gained access to from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.
- D. The Contractor must not remove Protected Confidential Material or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Protected Confidential Material provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Protected Confidential Material

and all other written materials, notes, documents, or other information obtained from the City by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement which do not contain Protected Confidential Material are still to be considered confidential until published in accordance with Paragraph 7.9 and 13.5 below. For the avoidance of any doubt, and notwithstanding anything in this Agreement to the contrary, no officer identifiable information, or information reasonably capable of being combined with other information to identify an officer, shall be reproduced in any report or otherwise made publicly accessible.
- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California *Penal Code* Sections 11075 through 11144, California *Penal Code*, Sections 13301 through 13305, and California *Vehicle Code* Section 1808.45. Without limiting Contractor's obligations in Sections 10.13 and 10.14 below, Contractor shall cause all participants in this Agreement to complete an LAPD background check and complete no less than the Level 1 Criminal Justice Information Systems training.
- G. The Contractor will require that all of its employees, agents, and subcontractors who will review, be provided, or have access to Protected Confidential Material, during the performance of this Agreement, execute the Confidentiality Agreement that is attached hereto as Attachment B and incorporated herein, and submit a signed copy to the City prior to being able to access Confidential Information.
- H. Contractor shall submit a signed copy of the Confidentiality Agreement, that is attached hereto as Attachment B, and

incorporated herein, and require it from each employee and subcontractor.

7.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section are met. Each document will be controlled through the use of a Document Control Number.

7.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its researchers, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City may request changes to Contractor personnel in response to background check information. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.0, as permitted by applicable law.

7.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 7.0.

7.5 Return of Protected Confidential Materials

The LAPD may at its sole discretion, require Contractor to return or destroy all Protected Confidential Materials in its possession or control, including any and all copies (whether electronic or non-electronic), within 30 days' notice. Contractor hereby agrees that all Protected Confidential Material which it is given shall remain the property of the City of Los Angeles. Such property shall be used by Contractor only for the specified data analysis and shall not be used for any other purpose not described in this Agreement.

Either at the termination of this Agreement or earlier, in accordance with the preceding paragraph, Contractor shall certify in writing that it has returned to LAPD and destroyed all originals and copies of the material

provided under this Agreement pursuant to Section 7.7, below. LAPD may also require that Contractor delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Contractor.

7.6 Monitoring of Compliance and Demand for Document Return

The LAPD may monitor, audit and review the Contractor's program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from the Contractor.

7.7 Data Return and Destruction

- A. At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data (as defined below) then in its possession or under its control including, without limitation, originals, and copies of such City Data. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required.
- B. Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.
- C. Contractor agrees to, and shall, certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within 45 days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.
- D. Any data produced by Contractor in the performance of the Project ("Results") shall be owned by Contractor and shall include without limitation all data calculated from raw data and conclusions and analysis

resulting from raw data. Contractor shall have the right to use such Results for any purpose.

7.8 Protection of Personal Identifying Information

In order to protect the identities of any persons whose records or recordings are supplied to the Contractor under this Agreement, Contractor agrees to:

- A. Use the Protected Confidential Material furnished under this Agreement only for the purpose described by Contractor in this Agreement;
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code for purpose of conducting the necessary project analyses;
- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Secure all Protected Confidential Material received from LAPD.

Any such Third Parties, their work, and access to Protected Confidential Material will be described in Attachment D - Statement of Work. Third Parties, the LAPD, and Contractor must execute each Attachment. All such access will be governed by the terms of this Agreement.

7.9 Project Treatment

Contractor agrees to insert into the preface of any report citing data analysis conducted on any of the Protected Confidential Material, a disclaimer that the analysis and report are solely the work product of the Contractor and do not represent the position or conclusions of the Los Angeles Police Department.

Notwithstanding anything in this Agreement to the contrary, Contractor shall not disclose any Protected Confidential Material nor publish any manuscript or other documents without first giving City time to review the document. Contractor will provide City with a proposed publication thirty (30) days prior to publication for review. City can then request removal of any Protected Confidential Material. Upon receipt of City's request for removal of Protected Confidential Material, Contractor shall promptly ensure that the objectionable material is removed from the manuscript or other document prior to the manuscript or other document's disclosure.

7.10 Survival of Provisions

The provisions of this Section and Protected Confidential Material will survive termination of this Agreement.

8.0 INDEMNIFICATION AND LIABILITY

8.1 Indemnification

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

8.2 Liability

Contractor acknowledges that data provided may be protected under local, state or federal law and that unauthorized disclosure may subject the Contractor, its employees, or the City of Los Angeles to criminal and/or civil liability and penalties. Except to the extent prohibited by law, Contractor assumes all liability for any claims for damages against it by third parties, losses, expenses, and damages, including reasonable attorney's fees arising out of Contractor's use, receipt, handling, storage, transfer or disposal of the Protected Confidential Material. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

8.3 Survival of Provisions

The provisions of this Section will survive termination of this Agreement.

9.0 SUSPENSION AND TERMINATION

9.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

9.2 Termination for Convenience

- A. City may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) calendar days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed deliverables specified in this Agreement.

9.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 2.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or

meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 9.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.2.

9.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

10.0 DATA SECURITY

10.1 Data Ownership

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data does not include any analytic work product created by Contractor and based on City Data, to the extent such analytic work product is not also, or does not also contain, Protected Confidential Materials.

Contractor shall not use City Data for any purpose other than for the purposes of Project under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

10.2 Data Protection

- A. Contractor shall use commercially reasonable efforts, but in no event less than information security industry standard protections,

for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.

- B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.
- E. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1] ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

10.3 Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

10.4 Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

10.5 Data, Development, and Access Point Location

All Body Worn Video data accessed by the Contractor shall be stored and viewed exclusively on LAPD premises. These Body Worn Video data may be viewed only by approved members of the research team, and only on LAPD premises. No Body Worn video data shall leave LAPD premises.

Other City Data may be accessed by the research team from non-LAPD locations, but only from within the continental United States, and subject to relevant and appropriate security controls for the types of data at issue.

For the avoidance of any doubt, Contractor shall not access or store any officer serial numbers, except from LAPD premises. All officer data shall be deidentified and coarsened before it is accessed from any location other than LAPD premises. Contractor and LAPD shall regularly audit data stores and transfers to ensure that no officer serial numbers will be accessed or stored outside of physical premises or electronic systems managed by LAPD, and that all reasonable steps are taken to preserve the anonymity of all officer data. Should, during the course of this Agreement, either party become aware of the reasonable possibility of any specific data being used by a non-party to this Agreement to identify an officer, the LAPD and Contractor shall remove the affected data from

any sets of data that are otherwise not Protected Confidential Materials and shall substitute appropriate data that protects the confidentiality of the officers.

10.6 Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within 24 hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party of Contractor's sole choosing to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, in proportion to the extent to which the cause of the Data Breach or Security Incident is attributable to Contractor or Contractor's agents, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security but only in proportion and to the extent to which the cause of the Data Breach or Security Incident is attributable to Contractor or Contractor's agents.

- A. **Data Breach Liability.** If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

10.7 Firewalls and Access Controls

- A. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
 - 1) Prevent anyone other than City, Contractor, authorized City or Contractor personnel, and other persons or entities permitted pursuant to Section 7.8 of this Agreement from monitoring, using, gaining access to, or learning the import of City Data; and
 - 2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City or Contractor personnel and other persons or entities permitted pursuant to Section 7.8 of this Agreement.
- B. Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:
 - 1) Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 2) Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 3) Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- C. Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents, including other persons or entities permitted pursuant to Section 7.8 of this Agreement, whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or

accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

10.8 Vulnerability Management and Patching

At least annually, Contractor shall perform at Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For Contractor's internet perimeter network, and any of Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by Contractor's compliance team using industry recommended network security tools to identify vulnerability information. Upon written request from City, Contractor shall provide to City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

10.9 Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement during Contractor's regular business hours. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set

forth Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1].

10.10 Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

10.11 Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

10.12 Third Party Software

In the event Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to City in connection with this Agreement for which City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) Contractor shall specifically identify in writing all Third-Party Software in the relevant Task Order; (2) Contractor shall attach to the relevant Task Order written copies of all third-party license agreements applicable to City; and (3) Contractor certifies that (i) it has the right to license any Third-Party Software licensed to City under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, City shall have no obligation to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that Contractor fails to identify in the relevant Task Order, and

(iii) any third-party software embedded in the Licensed Software for which City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

10.13 Criminal Justice Information Systems

Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

10.14 Security Addendum

Contractor agrees to and shall comply with Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

10.15 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, as applicable, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section will survive termination of this Agreement.

11.0 AMENDMENTS AND CHANGE REQUESTS

11.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 9.2 above.

11.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 4.0, Statement of Work, of this Agreement. A "change," as that term is used in this Section 11.2 means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 4.0 of this Agreement, which do not extend the term of the Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Schedule impact of the change for current and subsequent Deliverables;

2. Impact of the change on any other part of this Agreement;
3. Estimated California Sales Tax impact, if any;
4. The period of time for which such statement is valid, but not less than sixty (60) days; and
5. City contract number and date of contract.

C. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 2.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a revised Attachment specifying the change to be made and all of the particulars set forth in this Section, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon revised Attachment. Failure to agree on such changes shall be treated as a dispute and subject to the provisions of Section 12, Disputes, of this Agreement.

12.0 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art.1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

13.0 MISCELLANEOUS

13.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto as Attachment A and incorporated herein by reference. Notwithstanding the foregoing, materials developed by Contractor that do not include City Data do not constitute Work Product for purposes of PSC-21 of the Standard Provisions for City Contracts (Rev. 9/22) [v.1], provided, however, that to the extent that Contractor maintains ownership of those materials, Contractor agrees to provide City a perpetual and royalty-free non-exclusive license to access and use such materials, including any algorithms and computer code developed for those algorithms for City's internal uses only and not for external commercialization.

13.2 Border Wall Disclosure

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

13.3 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

13.4 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

13.5 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication.

13.6 No Third-Party Beneficiaries

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

14.0 ENTIRE AGREEMENT

14.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

14.2 Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

14.3 Number of Originals and Attachments

This Agreement includes twenty-seven (27) pages and five (5) Attachments. Attachments A-E are listed below and incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
Attachment B – Confidentiality Agreement
Attachment C – The Federal Bureau of Investigation Criminal Justice
Information Systems Security Addendum
Attachment D – Statement of Work
Attachment E – Study Data

14.4 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and the University of Southern California
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- 3) Attachment B – Confidentiality Agreement
- 4) Attachment D – Statement of Work
- 5) Attachment C – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
- 6) Attachment E – Study Data

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

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

THE CITY OF LOS ANGELES

By _____
MICHEL R. MOORE
Chief of Police

THE UNIVERSITY OF SOUTHERN CALIFORNIA

DocuSigned by:
By Melissa Whorton
MELISSA WHORTON
Contracts Manager, Intellectual Property

Date _____

9/6/2023
Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
Samuel Petty
Deputy City Attorney

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy City Clerk

Date _____

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 9/22) [V.1]**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

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

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

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

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

Required Insurance and Minimum Limits

Name: University of Southern CaliforniaDate: 05/25/2023Agreement/Reference: USC Data Analysis Services

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of Los Angeles must be named as an additional insured.
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

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

100% of the contract price

☐ **Crime Insurance**
Other: Submitted to Hasmik Badalian Collins @ City Attorney, hasmik.collins@lacity.org, May 25, 2023

**Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy

**No imposed automobile insurance-- contractor must comply with California automobile liability laws.

ATTACHMENT B

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, _____, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

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

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

Name of Signatory

Contractor Signature

Signatory Title

Date

Contractor Address:

Agreement Number _____

ATTACHMENT C

THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY ADDENDUM

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

ATTACHMENT D

STATEMENT OF WORK

Project Title

Everyday Respect: Analyzing Police Officer Communication During Motor Vehicle Stops

Year-Number (e.g., 2017-3)

2023-__

Executive Summary

In striving to continuously improve its service to the community, the Los Angeles Police Department (LAPD) enters into a contract for services with the Everyday Respect research team, based at the University of Southern California. The Everyday Respect research team will conduct research and provide analysis to the Los Angeles Police Department with respect to communication between LAPD officers and community members during traffic stops. The purpose of this agreement and the research services provided to the Los Angeles Police Department is to facilitate transparency, accountability, and learning.

For the purpose of conducting this analysis, the LAPD will provide the Everyday Respect research team with temporary access to Body-Worn Video (BWV) footage and associated administrative data. All members of the research team with access to BWV footage or other confidential data provided by LAPD will pass through a background check and data security training. BWV data and associated protected confidential materials will only be viewed by the research team on LAPD premises for the purpose of providing this analysis to LAPD.

The purpose of this study is to evaluate patterns in officer communication across the LAPD, not to evaluate or assess the actions of any individual LAPD officer. The anonymity of officers and community members will be preserved throughout the research process, including in any developed reports. Data will be available for regular auditing by the LAPD to ensure consistency with the privacy and security constraints articulated in the Professional Services Agreement.

New Knowledge. At the conclusion of the research project, the Everyday Respect research team will make public a written report of research results and provide a presentation of those results to the Los Angeles Police Department, in addition to publishing the results of their research in academic journals.

Improving Policy, Training, and Practice. Members of the research team will consult with LAPD to explore how the findings from this study can be used to improve training, policy, and practice inside the LAPD.

New Tools. The machine learning tools developed for this analysis will be released publicly, allowing researchers and departments around the country to conduct similar analyses of officers' communication.

The Research

Phase 1: Developing Appropriate Measures of Communication & Pilot Analysis

The Everyday Respect team will adopt a community-informed and officer-informed approach to analyzing communication during traffic stops. First, they will assess current LAPD training materials and interview LAPD leadership to develop a baseline from which they can identify when and to what extent officers are communicating as they are trained to. Second, they will interview patrol officers to assess how officers think they *should* be communicating. And third, they will conduct interviews and surveys with community members from around Los Angeles to assess how community members *want* to be communicated with.

Phase 1 Deliverables:

Approximately **six months** into the project, the research team will provide:

1. A presentation and written report detailing:
 - a. Community, law enforcement leadership, and patrol officer perspectives on what constitutes “good” communication during motor vehicle stops.
 - b. Analysis of how these perspectives align with one another and how community perspectives align with current LAPD training materials.
2. An annotation manual to guide human coding of officers’ and community members’ verbal and non-verbal communication during traffic stops, as recorded by body-worn cameras.

Phase Two: Measuring Communication

In order to develop machine learning tools to assess communication during traffic stops, researchers must train those tools using human assessments. For each body-worn video recording of a traffic stop, multiple annotators will evaluate the audio, video, and transcript of each stop. Annotators will encode data on communication during the stop as well as characteristics of the stop itself. Annotators will be drawn from diverse backgrounds that reflect the communities the LAPD serves and will also include retired officers. These human coders assess the extent to which the communication in each recording reflects the characteristics of communication established in Phase 1.

The research team will draw on the work of human annotators to train machine learning models that can assess and score audio and video clips in a manner that mirrors the human codings. In this phase, the team will train the machine learning tools and conduct extensive analysis to validate these tools and ensure that the automated codings closely match the scores recorded by human annotators.

In the final step of this phase, the research team will deploy their trained machine learning models to evaluate approximately 30,000 stops. This large sample of stops will allow the research team to look for patterns in communication that may not be detectable in smaller samples. The items in the following table represent a small subset of the factors that will be included in the full analysis:

Category	Specific items
Context	Reason for the stop; neighborhood characteristics; time of day; bystander presence
Officer characteristics	Seniority/experience; unit assignment (e.g., traffic vs other); presence of a partner; race; gender; approximate age; type of police vehicle (car vs motorcycle)
Community-member characteristics	(As perceived by the officer and/or annotator): race; approximate age; gender; English fluency; type of vehicle; outstanding warrants
Evolution of interaction	Content and tone of officer speech; content and tone of community member speech; officer actions; community member actions; community member compliance with officer directions; level of rapport

Phase 2 Deliverables:

Approximately **twelve months** after receiving access to BWV footage, the research team will provide a presentation and written report of the pilot analysis of 1000 motor vehicle stops. This will include:

1. Analysis of how officer communication, across the 1000 stops evaluated thus far, aligns with community and law enforcement perspectives regarding what constitutes “good” communication.
2. Preliminary descriptive analysis of how officer communication varies according to the following factors:
 - a. Characteristics of the community member
 - b. Characteristics of the officer
 - c. The nature and outcome of the stop
 - d. The characteristics of the neighborhood in which the stop occurs

Phase Three: Evaluating Equity & the Evolution of Interactions

In this phase, the research team will match the recordings analyzed in Phase 2 to other characteristics of the stop: the characteristics of the officer; the characteristics of the driver; the reason for the stop; the income level and demographics of the neighborhood in which the stop occurs, and other factors including the time of day. This anonymized data will enable a range of statistical analyses, focused primarily on the causes and consequences of differences in officer communication. This data will allow the research team to identify whether there are racial and other disparities in how officers communicate and answer additional questions that emerge during the research process.

In this phase, the research team will also analyze the dynamic evolution of communication during traffic stops. They will assess how officer communication early in the stop shapes the interactions that follow, and especially whether or not the interaction escalates to involve the use of force.

Phase 3 Deliverables:

Approximately **twelve months** after receiving access to BWV footage, the research team will provide:

1. A presentation and written report of analysis of 1000 stops regarding what aspects of officer communication early in a stop affect the evolution of the interaction and the overall quality and safety of the interaction.

Approximately **eighteen months** after receiving access to BWV footage, the research team will provide:

1. A presentation and written report detailing preliminary analysis of approximately 30,000 stops including:
 - a. Analysis of how officer communication varies according a wide range of factors:
 - i. The (perceived) race and gender of the community member.
 - ii. The race, gender, experience level, and training of the officer
 - iii. The reason for, and outcome of, the stop
 - iv. The nature of neighborhood in which the stop occurs
 - v. Interactions between these different factors
 - b. What aspects of officer communication early in a stop affect the evolution of the interaction and the overall quality and safety of the interaction.
 - c. How communication by LAPD officers aligns with community and law enforcement perspectives regarding what constitutes “good” communication.
 - d. Other research questions identified by the research team in the course of their work.

Phase Four: Policy Recommendations & Curriculum Development

Final research findings will be published in leading academic journals. The research team will consult with LAPD regarding efforts to integrate these findings into LAPD training, policy, and practice.

ATTACHMENT E

STUDY DATA

ATTACHMENT E

The Data to be viewed by or transferred to the Everyday Respect includes the following types of data, outlined in detail below:

1. Body-Worn Camera Data (viewed by, but not transferred to the Everyday Respect team)
2. Automatic Field Reports (AFDR or Stop Reports) Data
3. Officer Personnel Information Data

1. Body-Worn Camera Data

Type	Content
Video recording	Video file or combined video/audio file from body-worn camera
Audio recording	Audio file or combined video/audio file from body-worn camera
Metadata	All available metadata including but not limited to:
	Date and time
	Location
	Record connection identifier
	Type of encounter (e.g. traffic stop)
	Officer notes

2. Automated Field Data Report (Stop Reports)

Type	Content
Other	Record connection identifiers
Officer-specific data	Assignment (categorical)
	Years of experience (5 year increments)
	Reason for stop (categorical)
	Reason for stop (text)
Stop-specific data (Report)	Action(s) taken
	Basis for search
	Basis for search
	Property seizure
	Contraband or evidence discovered
	Result of stop
	Reporting district where stop occurred

Stop-specific data (Additional)	Did the officer perceive the driver's race prior to the stop?
	Is the person a driver, passenger, or pedestrian?
	Is the stop a pretextual stop?
Perceived Community Member Characteristics	Perceived race
	Perceived gender
	Perceived age
	Perceived to be LGBT?
	Perceived or known disability
	Perceived limited or no English fluency
	Other individuals in the vehicle

3. Officer Personnel Information Data

Personnel Information
Record connection identifier
Race/Ethnicity
Gender
Age (5 year increments)
Rank
Years of experience (5 year increments)
Current Assignment (categorical)