

TRANSMITTAL

To: **THE COUNCIL**

Date: **03/17/21**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over a large, light blue, stylized 'S' or 'G' shape.

(Ana Guerrero) for

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

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PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
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

February 9, 2021

BPC #21-021 (1/5)

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: APPROVAL REQUEST OF PROFESSIONAL SERVICE AGREEMENT BETWEEN THE
CITY OF LOS ANGELES AND 3DI, INC., FOR INFORMATION TECHNOLOGY
SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 2, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review, approval, and transmission to the City Council.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

February 1, 2021

3.5

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE PROFESSIONAL SERVICES
AGREEMENTS BETWEEN THE CITY OF LOS ANGELES AND
FIVE INFORMATION TECHNOLOGY SERVICES CONTRACTORS

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreements between the City and five IT Services Contractors.
2. That the Board TRANSMIT the five attached Professional Service Agreements to the Office of the Mayor for review, approval, and transmission to the City Council.
3. That the Board AUTHORIZE the Chief of Police to execute the five attached Professional Service Agreements upon Mayoral approval.

DISCUSSION

On or about August 22, 2018, the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) for information technology (IT) services and subsequently entered into five-year contracts with the following contractors: 3Di, Inc.; Argus Associates, Inc.; Commercial Programming Systems, Inc.; Odesus, Inc.; and Satwic, Inc.

The Los Angeles Police Department (LAPD) now desires to take advantage of ITA's recent RFP for IT professional services to the extent that it is relevant to the LAPD's requirements. The attached agreements will allow the LAPD to directly hire IT consultants from ITA's contractors on an as-needed basis without the additional cost of a competitive procurement process. The term of the agreements will commence upon execution and end on December 31, 2024. The contract ceiling for each agreement is \$1,000,000 per year. However, the LAPD is under no obligation to hire any IT consultants from the contractors or pay any portion of the contract ceiling unless services are rendered. Furthermore, the hiring of consultants shall be conducted only as budget constraints and the Mayor's directives on cost containment allow.


The Honorable Board of Police Commissioners

Page 2

3.5

Should you have any questions concerning this request, please contact
Police Administrator II Thom Brennan, Commanding Officer, Fiscal Group,
at (213) 486-8590.

Respectfully,

A handwritten signature in blue ink, appearing to be "MICHEL R. MOORE", written over the printed name.

MICHEL R. MOORE
Chief of Police

Attachment

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: 3DI, INC.

REGARDING: INFORMATION TECHNOLOGY SERVICES

Agreement Number _____

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Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

**Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
3DI, INC.
FOR
INFORMATION TECHNOLOGY SERVICES

RECITALS

THIS 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 Department (hereinafter referred to as the “LAPD” or the “Department”), and 3Di, Inc., a California Corporation, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City, acting by and through the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) on August 22, 2018, for contract information technology services on a temporary and occasional as-needed basis; and

WHEREAS, the Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134760 between the City and the Contractor was executed on December 24, 2019; and

WHEREAS, the Los Angeles Police Department (LAPD) has a need for the services solicited in the RFP released by ITA and articulated in Contract No. C-134760; and

WHEREAS, it is in the City’s best interest to take advantage of the recent procurement process to the extent that it is relevant to the LAPD’s requirements, and

WHEREAS, the services required by the LAPD are of professional, expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – 3Di, Inc., 11766 Wilshire Boulevard, Suite 400, Los Angeles, CA.

1.2 Representatives of the Parties

- A. 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:

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

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

- ii. The Contractor's representative is, unless otherwise stated in the Agreement:

Mihir Desai, Vice President and CFO
3Di, Inc.
3 Pointe Drive, Suite 307
Brea, California 92821
Telephone Number: (949) 254-5681
Mihir.desai@3disystems.com

- B. 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.
- C. 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.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution by all parties and shall terminate on December 31, 2024, unless otherwise terminated pursuant to Section 12.0 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 COVID-19 Notification

Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed

by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work to be Performed

- A. Contractor agrees to provide personnel who will assist the Department in the performance of its municipal responsibilities. The contract personnel to be provided by Contractor must have experience and capability to perform the following types of services as the City may require:

1. Skill Category I – Application Design and Programming

Design, develop, install and support of Information Technology (IT) applications, including but not limited to custom applications, Enterprise Resource Planning (ERP) systems, Customer Relationship Management (CRM) systems, Internet of Things (IoT) device applications, social media, Content Management Systems (CMS), and other IT platforms. Design and develop user interfaces, application programming interfaces (API), web designs, and functional/technical designs. Perform application configuration and migration implementation. Develop and execute test plans. Develop technical documentation and perform knowledge transfer activities. Troubleshoot and resolve system issues. Perform business and systems analysis to facilitate and coordinate the development of technology solutions to meet departmental business and operational requirements and evaluate technology alternatives.

2. Skill Category II – Systems Programming and Infrastructure Operations Support

Design, develop, install, administer and support stability and efficiency of complex control software, network systems, data communications systems, mainframe, virtual servicers, storage systems and cybersecurity. Design, implement and maintain cloud instances addressing application, security and general computing needs. Configure and manage large multi-segmented networks, manage and optimize control, network system performance and interoperability. Develop technical documentation and perform

knowledge transfer activities. Perform daily operational support in a computer data processing environment.

3. Skill Category III – Database Design, Data Analysis and Data Management

Design, develop, implement and maintain workgroup and enterprise databases and data administration and management processes which ensure the availability, integrity and efficient integration of data used by many applications. Design logical and physical databases, create databases, develop stored procedures, performance tuning, perform database backups and restores, assist with data integration and data mapping, develop data validation and tuning tools and procedures, and troubleshoot and resolve database issues. Collect, organize, and map datasets; identify, gather, and refine contest-based data; and perform analysis using statistical methods, predictive algorithms, machine learning languages, visualization tools, and reasoning methods. Develop technical documentation and perform knowledge transfer activities.

4. Skill Category IV – Project Management

Provide IT project management services such as developing project plans and project schedules, managing and tracking project activities and deliverables to ensure on-time, on-budget delivery of complex IT implementation and enhancement projects. Develop technical documentation and perform knowledge transfer activities. Assist in the development of RFPs and contracts, developing project charters, defining, managing, and tracking project scope, cost, and schedule, preparing project status reports, identifying and resolving issues and mitigating project risks.

Contract personnel performing the types of tasks described above must have, as a minimum, a bachelor's degree from a recognized four-year college or university. Course work in information systems, computer engineering, or computer science may also be required. In addition, two or more years of full-time paid experience in one or more specific technical areas is required.

- B. Contract personnel must be employed as common law employees for income and employment tax purposes with W-4 employment status.
- C. All work performed by Contractor and its contract personnel shall be in accordance with Department policies, procedures, and standards, including all amendments thereto, which are incorporated herein by reference. Contractor's personnel who provide services under this

Agreement will be subject to LAPD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that the LAPD will request Contractor's services according to LAPD requirements and that such services may be required on a full or part-time basis. Contractor shall ensure that all of its contract personnel working under this contract shall comply with any and all confidentiality requirements and obligations as may be required by the LAPD in connection with any work performed under this Agreement.

- E. All work, tasks, and deliverables (collectively "Deliverables") are subject to City approval in accordance with specific statements of work (SOWs) that may be issued from time to time. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6.0, Compensation and Method of Payment, of this Agreement.
- F. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- G. In the event that the LAPD requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 13.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- H. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department.
- I. Contractor understands that the City, through the LAPD, may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Agreement does not grant an exclusive right to Contractor to provide all contracted programming and technical personnel.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

5.1 Access to City Facilities

The City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will 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.

5.2 Resources Supplied by City

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor in accordance with the attached Fee Schedule (Attachment B), not to exceed One Million Dollars (\$1,000,000) per year, including travel expenses. Contractor further understands and agrees that execution of this Agreement does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled

to any vacation, sick leave, workers' compensation, pension or any other City benefits.

6.2 Appropriation

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

6.3 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- 1) Name and address of Contractor;
- 2) Date of the invoice and period covered;
- 3) Invoice Number;
- 4) Agreement Number;
- 5) Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- 6) Payment terms, total due, and due date;
- 7) Certification by a duly authorized officer;
- 8) Remittance Address (if different from Contractor's address);

- 9) Contractor's State of California Sales and Use Tax Permit Number;
and
- 10) Contractor's City of Los Angeles Business Tax Registration
Certificate Number.

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, computer printout, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAPD project manager or designee.

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

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

B. General Requirements for Invoices

Invoices for services provided to the LAPD will be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

6.4 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

- B. Contractor must deliver products, services, and invoices to the City upon completion of tasks as described in this Contract. City will pay Contractor for the approved product and services in the amount specified herein. This amount must include payment for all services performed, including related taxes. Payments will be due and payable upon the completion of the City's review and approval of the work product.

C. Notification of Acceptance

At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.

D. Acceptance/Non-Acceptance

Unless modified in a specific SOW, all Deliverables provided by Contractor to City shall be deemed to be accepted within thirty (30) business days of receipt by City unless Contractor receives written notice of non-acceptance within thirty (30) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

6.5 Written Approval Request

Before services are provided for the LAPD, Contractor must first receive written approval to proceed by the Department. The Written Approval must include a detailed SOW defining the scope of services, duration of engagement, and the budget for the project. Contractor must not exceed the approved scope or budget for any project, nor will the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Department is obtained modifying the scope or budget of the project.

6.6 Monthly Expenditure Reports

Within five (5) business days of the beginning of each month, the Contractor will provide the LAPD with a written report in a format approved by the LAPD, which summarizes the total charges to the LAPD under this Agreement from the effective date of the Agreement to and including the most recent invoice sent to the LAPD. The Contractor's expenditure report must also include a summary of the total charges to the LAPD broken down by each of the Contractor's employees.

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any Deliverable provided by Contractor, the Deliverable will perform materially as described in the technical specifications set forth in this Agreement or in a specific SOW.
- B. Contractor represents and warrants that no Deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any Deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all Deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any Deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or Deliverable is developed or licensed hereunder.

SECTION 8.0 SUBCONTRACTORS

8.1 Subcontractors

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business 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 in its possession.
- B. The Contractor will make the Confidential Information 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 Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information 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 Confidential Information 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 Confidential Information and all other written materials, notes, documents, or other information obtained 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 are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- 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.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, 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 E, and incorporated herein, and require it from each subcontractor.

9.2 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 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, 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, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 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 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 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 and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor

shall not use City Data for any purpose other than that of rendering the services 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 best 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 a candidate's 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

return 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. 10/17) [v.3]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3] ("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

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement

("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

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 twenty-four (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 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, 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.

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, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 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 personnel.

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 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 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. 10/17) [v.3].

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 warrants 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 F, 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, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 STANDARD PROVISIONS

11.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Attachment A and incorporated herein by reference.

11.2 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.labavn.org.

SECTION 12.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

12.1 Disputes

A. Contractor Discrepancy Report (CDR)

If at any time during the term of this Agreement, the work does not meet performance standards or the Contractor does not perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Attachment C, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the dispute procedure begins.

B. Procedure

Both parties 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 Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement.

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 will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

C. Continuance of Work

The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.

D. Basis for Procedure

The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

E. Decision Is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

12.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations pursuant to Section 12.3 and PSC-8, Suspension, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A; or
- D. Terminate the Agreement pursuant to Section 12.4 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

12.3 Suspension

The City may suspend all or part of the project operations for failure by the 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 the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

12.4 Termination for Convenience

The City may terminate this Contract, in whole or in part, including any tasks and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The City shall give notice of such termination by sending a registered letter, return receipt requested, to the Contractor at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.
- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

1. Contractor shall be paid on the basis of work completed as set forth in Section 6.0, Compensation and Method of Payment, after City review and approval of the work.
2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6.0, Compensation and Method of Payment, after City receives, reviews and approves of the work.

12.5 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 12.4, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

12.6 Return of Loaned Materials

In the event this Contract is terminated pursuant to this Section 12.0 of this Contract or PSC-9 of Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

SECTION 13.0 AMENDMENTS AND CHANGE REQUESTS

13.1 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

13.2 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 4.1, Scope of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section means technical or other adjustments made within the Scope of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1 of this 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 thirty (30) business 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) Total cost of the change;
- 2) Scheduled impact of the change for current and subsequent deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax Impact, if any;
- 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 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to

Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 13.2(B) of this Agreement as mutually agreed upon, 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 fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12.1, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 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 thirty (30) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum

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 3Di, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- 3) Attachment B, Fee Schedule
- 4) Attachment E, Confidentiality Agreement
- 5) Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

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 representatives.

THE CITY OF LOS ANGELES

3Di, INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: 
MIHIR DESAI
Vice President and CFO

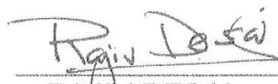
Date: _____

Date: JANUARY 07, 2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney (2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: 
RAJIV DESAI
CEO

Date: _____

Date: January 07, 2021

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000495437

Internal Revenue Service Taxpayer Identification Number: 33-0647719

City Contract Number: C-

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: 3DiDate: 1/7/2020Agreement/Reference: IT 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 (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** _____ 1,000,000
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

☒ **Professional Liability** (Errors and Omissions) _____ 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

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

 _____ **Crime Insurance** _____

Other: Provided to: Nicholas Webster, Management Assistant LAPD (213) 486-0395

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULE - 3Di

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
Skill Category 1 - Application Design/ Programming	Programmer	\$65.00/hr.	\$110.00/hr.
Skill Category 2 - Systems Programming and Infrastructure Operations Support	Systems Programmer	\$65.00/hr.	\$110.00/hr.
Skill Category 3 - Database Design/ Data Analysis and Data Management	Database Architect/ Consultant	\$85.00/hr.	\$120.00/hr.
Skill Category 4 - Project Management	Project Manager/ Information Systems Manager	\$85.00/hr.	\$125.00/hr.

ATTACHMENT C

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

ATTACHMENT D

SAMPLE CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

3Di, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

Los Angeles Police Department

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 F

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "____"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

[Title]

Date

On behalf of [Party No. 2]: _____

[Name]

[Title]

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

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

EILEEN M. DECKER
PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
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

February 9, 2021

BPC #21-021 (2/5)

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: APPROVAL REQUEST OF PROFESSIONAL SERVICE AGREEMENT BETWEEN THE
CITY OF LOS ANGELES AND ARGUS ASSOCIATES, INC., FOR INFORMATION
TECHNOLOGY SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 2, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review, approval, and transmission to the City Council.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: ARGUS ASSOCIATES, INC.

REGARDING: INFORMATION TECHNOLOGY SERVICES

Agreement Number _____

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ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

**Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
ARGUS ASSOCIATES, INC.
FOR
INFORMATION TECHNOLOGY SERVICES

RECITALS

THIS 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 Department (hereinafter referred to as the “LAPD” or the “Department”), and Argus Associates, Inc., a California Corporation, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City, acting by and through the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) on August 22, 2018, for contract information technology services on a temporary and occasional as-needed basis; and

WHEREAS, the Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134756 between the City and the Contractor was executed on December 24, 2019; and

WHEREAS, the Los Angeles Police Department (LAPD) has a need for the services solicited in the RFP released by ITA and articulated in Contract No. C-134756; and

WHEREAS, it is in the City’s best interest to take advantage of the recent procurement process to the extent that it is relevant to the LAPD’s requirements, and

WHEREAS, the services required by the LAPD are of professional, expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Argus Associates, Inc., 8055 W. Manchester Ave, Suite 730, Playa Del Rey, CA 90293.

1.2 Representatives of the Parties

- A. 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:

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

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

- ii. The Contractor's representative is, unless otherwise stated in the Agreement:

Matthew Greene
Argus Associates, Inc.
8055 W. Manchester Ave., Suite 730,
Playa Del Rey, CA 90293
Telephone Number: (310) 302-8999
matt@gotoargus.com

- B. 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.
- C. 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.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution by all parties and shall terminate on December 31, 2024, unless otherwise terminated pursuant to Section 12.0 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 COVID-19 Notification

Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed

by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work to be Performed

- A. Contractor agrees to provide personnel who will assist the Department in the performance of its municipal responsibilities. The contract personnel to be provided by Contractor must have experience and capability to perform the following types of services as the City may require:

1. Skill Category I – Application Design and Programming

Design, develop, install and support of Information Technology (IT) applications, including but not limited to custom applications, Enterprise Resource Planning (ERP) systems, Customer Relationship Management (CRM) systems, Internet of Things (IoT) device applications, social media, Content Management Systems (CMS), and other IT platforms. Design and develop user interfaces, application programming interfaces (API), web designs, and functional/technical designs. Perform application configuration and migration implementation. Develop and execute test plans. Develop technical documentation and perform knowledge transfer activities. Troubleshoot and resolve system issues. Perform business and systems analysis to facilitate and coordinate the development of technology solutions to meet departmental business and operational requirements and evaluate technology alternatives.

2. Skill Category II – Systems Programming and Infrastructure Operations Support

Design, develop, install, administer and support stability and efficiency of complex control software, network systems, data communications systems, mainframe, virtual servicers, storage systems and cybersecurity. Design, implement and maintain cloud instances addressing application, security and general computing needs. Configure and manage large multi-segmented networks, manage and optimize control, network system performance and interoperability. Develop technical documentation and perform

knowledge transfer activities. Perform daily operational support in a computer data processing environment.

3. Skill Category III – Database Design, Data Analysis and Data Management

Design, develop, implement and maintain workgroup and enterprise databases and data administration and management processes which ensure the availability, integrity and efficient integration of data used by many applications. Design logical and physical databases, create databases, develop stored procedures, performance tuning, perform database backups and restores, assist with data integration and data mapping, develop data validation and tuning tools and procedures, and troubleshoot and resolve database issues. Collect, organize, and map datasets; identify, gather, and refine contest-based data; and perform analysis using statistical methods, predictive algorithms, machine learning languages, visualization tools, and reasoning methods. Develop technical documentation and perform knowledge transfer activities.

4. Skill Category IV – Project Management

Provide IT project management services such as developing project plans and project schedules, managing and tracking project activities and deliverables to ensure on-time, on-budget delivery of complex IT implementation and enhancement projects. Develop technical documentation and perform knowledge transfer activities. Assist in the development of RFPs and contracts, developing project charters, defining, managing, and tracking project scope, cost, and schedule, preparing project status reports, identifying and resolving issues and mitigating project risks.

Contract personnel performing the types of tasks described above must have, as a minimum, a bachelor's degree from a recognized four-year college or university. Course work in information systems, computer engineering, or computer science may also be required. In addition, two or more years of full-time paid experience in one or more specific technical areas is required.

- B. Contract personnel must be employed as common law employees for income and employment tax purposes with W-4 employment status.
- C. All work performed by Contractor and its contract personnel shall be in accordance with Department policies, procedures, and standards, including all amendments thereto, which are incorporated herein by reference. Contractor's personnel who provide services under this

Agreement will be subject to LAPD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that the LAPD will request Contractor's services according to LAPD requirements and that such services may be required on a full or part-time basis. Contractor shall ensure that all of its contract personnel working under this contract shall comply with any and all confidentiality requirements and obligations as may be required by the LAPD in connection with any work performed under this Agreement.

- E. All work, tasks, and deliverables (collectively "Deliverables") are subject to City approval in accordance with specific statements of work (SOWs) that may be issued from time to time. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6.0, Compensation and Method of Payment, of this Agreement.
- F. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- G. In the event that the LAPD requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 13.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- H. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department.
- I. Contractor understands that the City, through the LAPD, may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Agreement does not grant an exclusive right to Contractor to provide all contracted programming and technical personnel.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

5.1 Access to City Facilities

The City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will 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.

5.2 Resources Supplied by City

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor in accordance with the attached Fee Schedule (Attachment B), not to exceed One Million Dollars (\$1,000,000) per year, including travel expenses. Contractor further understands and agrees that execution of this Agreement does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled

to any vacation, sick leave, workers' compensation, pension or any other City benefits.

6.2 Appropriation

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

6.3 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- 1) Name and address of Contractor;
- 2) Date of the invoice and period covered;
- 3) Invoice Number;
- 4) Agreement Number;
- 5) Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- 6) Payment terms, total due, and due date;
- 7) Certification by a duly authorized officer;
- 8) Remittance Address (if different from Contractor's address);

- 9) Contractor's State of California Sales and Use Tax Permit Number;
and
- 10) Contractor's City of Los Angeles Business Tax Registration
Certificate Number.

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, computer printout, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAPD project manager or designee.

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

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

B. General Requirements for Invoices

Invoices for services provided to the LAPD will be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

6.4 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

- B. Contractor must deliver products, services, and invoices to the City upon completion of tasks as described in this Contract. City will pay Contractor for the approved product and services in the amount specified herein. This amount must include payment for all services performed, including related taxes. Payments will be due and payable upon the completion of the City's review and approval of the work product.

C. Notification of Acceptance

At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.

D. Acceptance/Non-Acceptance

Unless modified in a specific SOW, all Deliverables provided by Contractor to City shall be deemed to be accepted within thirty (30) business days of receipt by City unless Contractor receives written notice of non-acceptance within thirty (30) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

6.5 Written Approval Request

Before services are provided for the LAPD, Contractor must first receive written approval to proceed by the Department. The Written Approval must include a detailed SOW defining the scope of services, duration of engagement, and the budget for the project. Contractor must not exceed the approved scope or budget for any project, nor will the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Department is obtained modifying the scope or budget of the project.

6.6 Monthly Expenditure Reports

Within five (5) business days of the beginning of each month, the Contractor will provide the LAPD with a written report in a format approved by the LAPD, which summarizes the total charges to the LAPD under this Agreement from the effective date of the Agreement to and including the most recent invoice sent to the LAPD. The Contractor's expenditure report must also include a summary of the total charges to the LAPD broken down by each of the Contractor's employees.

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any Deliverable provided by Contractor, the Deliverable will perform materially as described in the technical specifications set forth in this Agreement or in a specific SOW.
- B. Contractor represents and warrants that no Deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any Deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all Deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any Deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or Deliverable is developed or licensed hereunder.

SECTION 8.0 SUBCONTRACTORS

8.1 Subcontractors

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business 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 in its possession.
- B. The Contractor will make the Confidential Information 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 Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information 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 Confidential Information 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 Confidential Information and all other written materials, notes, documents, or other information obtained 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 are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- 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.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, 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 E, and incorporated herein, and require it from each subcontractor.

9.2 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 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, 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, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 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 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 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 and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor

shall not use City Data for any purpose other than that of rendering the services 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 best 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 a candidate's 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

return 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. 10/17) [v.3]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3] ("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

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement

("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

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 twenty-four (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 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, 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.

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, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 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 personnel.

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 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 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. 10/17) [v.3].

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 warrants 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 F, 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, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 STANDARD PROVISIONS

11.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Attachment A and incorporated herein by reference.

11.2 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.labavn.org.

SECTION 12.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

12.1 Disputes

A. Contractor Discrepancy Report (CDR)

If at any time during the term of this Agreement, the work does not meet performance standards or the Contractor does not perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Attachment C, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the dispute procedure begins.

B. Procedure

Both parties 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 Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement.

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 will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

C. Continuance of Work

The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.

D. Basis for Procedure

The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

E. Decision Is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

12.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations pursuant to Section 12.3 and PSC-8, Suspension, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A; or
- D. Terminate the Agreement pursuant to Section 12.4 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

12.3 Suspension

The City may suspend all or part of the project operations for failure by the 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 the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

12.4 Termination for Convenience

The City may terminate this Contract, in whole or in part, including any tasks and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The City shall give notice of such termination by sending a registered letter, return receipt requested, to the Contractor at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.
- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

1. Contractor shall be paid on the basis of work completed as set forth in Section 6.0, Compensation and Method of Payment, after City review and approval of the work.
2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6.0, Compensation and Method of Payment, after City receives, reviews and approves of the work.

12.5 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 12.4, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

12.6 Return of Loaned Materials

In the event this Contract is terminated pursuant to this Section 12.0 of this Contract or PSC-9 of Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

SECTION 13.0 AMENDMENTS AND CHANGE REQUESTS

13.1 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

13.2 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 4.1, Scope of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section means technical or other adjustments made within the Scope of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1 of this 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 thirty (30) business 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) Total cost of the change;
- 2) Scheduled impact of the change for current and subsequent deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax Impact, if any;
- 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 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to

Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 13.2(B) of this Agreement as mutually agreed upon, 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 fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12.1, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 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 thirty (30) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum

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 Argus Associates, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- 3) Attachment B, Fee Schedule
- 4) Attachment E, Confidentiality Agreement
- 5) Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

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 representatives.

THE CITY OF LOS ANGELES

ARGUS ASSOCIATES, INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: 
MATTHEW GREENE
President

Date: _____

Date: 1/13/2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney (2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: 
PAMELA GREENE
Senior Business Advisor

Date: _____

Date: 1/13/2021

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0002635949-0001-5

Internal Revenue Service Taxpayer Identification Number: 23-3039233

City Contract Number: C-

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Argus Associates, Inc.Date: 1/7/2020Agreement/Reference: IT 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 (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** _____ 1,000,000
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

☒ **Professional Liability** (Errors and Omissions) _____ 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

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

 _____ **Crime Insurance** _____

Other: Provided to: Nicholas Webster, Management Assistant LAPD (213) 486-0395

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULE - ARGUS ASSOCIATES

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
<u>Skill Category 1</u> - Application Design/ Programming			
	Application Developer	\$50.00/hr.	\$90.00/hr.
	Application Specialist	\$80.00/hr.	\$135.00/hr.
	Programmer Analyst	\$55.00/hr.	\$90.00/hr.
	Web Developer	\$40.00/hr.	\$60.00/hr.
	Social Media Manager	\$35.00/hr.	\$80.00/hr.
<u>Skill Category 2</u> - Systems Programming and Infrastructure Operations Support			
	Security Specialist	\$90.00/hr.	\$130.00/hr.
	Security Analyst	\$60.00/hr.	\$90.00/hr.
	Systems Programmer	\$60.00/hr.	\$100.00/hr.
	Systems Engineer	\$50.00/hr.	\$90.00/hr.
	Mainframe Specialist	\$65.00/hr.	\$110.00/hr.
	Mainframe Programmer	\$50.00/hr.	\$90.00/hr.
	Mainframe Administrator	\$50.00/hr.	\$90.00/hr.
<u>Skill Category 3</u> - Database Design/ Data Analysis and Data Management			
	Database Architect	\$90.00/hr.	\$125.00/hr.
	Database Administrator	\$70.00/hr.	\$110.00/hr.
	Database Developer	\$60.00/hr.	\$100.00/hr.
<u>Skill Category 4</u> - Project Management			
	Project Manager	\$70.00/hr.	\$110.00/hr.
	Certified Project Manager	\$80.00/hr.	\$120.00/hr.
	Technical Project Manager	\$100.00/hr.	\$150.00/hr.
	Business Analyst	\$60.00/hr.	\$90.00/hr.
	Technical Analyst	\$70.00/hr.	\$100.00/hr.

ATTACHMENT C

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

ATTACHMENT D

SAMPLE CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Argus Associates, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

Los Angeles Police Department

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 F

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "____"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

[Title]

Date

On behalf of [Party No. 2]: _____

[Name]

[Title]

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

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

EILEEN M. DECKER
PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
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

February 9, 2021

BPC #21-021 (3/5)

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: APPROVAL REQUEST OF PROFESSIONAL SERVICE AGREEMENT BETWEEN THE
CITY OF LOS ANGELES AND COMMERCIAL PROGRAMMING SYSTEMS, INC., FOR
INFORMATION TECHNOLOGY SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 2, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review, approval, and transmission to the City Council.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: COMMERCIAL PROGRAMMING SYSTEMS, INC.

REGARDING: INFORMATION TECHNOLOGY SERVICES

Agreement Number _____

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ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

**Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
COMMERCIAL PROGRAMMING SYSTEMS, INC.
FOR
INFORMATION TECHNOLOGY SERVICES

RECITALS

THIS 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 Department (hereinafter referred to as the “LAPD” or the “Department”), and Commercial Programming Systems, Inc., a California Corporation, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City, acting by and through the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) on August 22, 2018, for contract information technology services on a temporary and occasional as-needed basis; and

WHEREAS, the Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134757 between the City and the Contractor was executed on December 24, 2019; and

WHEREAS, the Los Angeles Police Department (LAPD) has a need for the services solicited in the RFP released by ITA and articulated in Contract No. C-134757; and

WHEREAS, it is in the City’s best interest to take advantage of the recent procurement process to the extent that it is relevant to the LAPD’s requirements, and

WHEREAS, the services required by the LAPD are of professional, expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Commercial Programming Systems, Inc., 4400 Coldwater Canyon Ave, Suite 105, Studio City, CA 91604.

1.2 Representatives of the Parties

- A. 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:

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

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

- ii. The Contractor's representative is, unless otherwise stated in the Agreement:

Philip Sawyer
Commercial Programming Systems, Inc.
4400 Coldwater Canyon Avenue, Suite 105
Studio City, California 91604
Telephone Number: (888) 812-9223
phil@cpsinc.com

- B. 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.
- C. 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.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution by all parties and shall terminate on December 31, 2024, unless otherwise terminated pursuant to Section 12.0 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 COVID-19 Notification

Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed

by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work to be Performed

- A. Contractor agrees to provide personnel who will assist the Department in the performance of its municipal responsibilities. The contract personnel to be provided by Contractor must have experience and capability to perform the following types of services as the City may require:

1. Skill Category I – Application Design and Programming

Design, develop, install and support of Information Technology (IT) applications, including but not limited to custom applications, Enterprise Resource Planning (ERP) systems, Customer Relationship Management (CRM) systems, Internet of Things (IoT) device applications, social media, Content Management Systems (CMS), and other IT platforms. Design and develop user interfaces, application programming interfaces (API), web designs, and functional/technical designs. Perform application configuration and migration implementation. Develop and execute test plans. Develop technical documentation and perform knowledge transfer activities. Troubleshoot and resolve system issues. Perform business and systems analysis to facilitate and coordinate the development of technology solutions to meet departmental business and operational requirements and evaluate technology alternatives.

2. Skill Category II – Systems Programming and Infrastructure Operations Support

Design, develop, install, administer and support stability and efficiency of complex control software, network systems, data communications systems, mainframe, virtual servicers, storage systems and cybersecurity. Design, implement and maintain cloud instances addressing application, security and general computing needs. Configure and manage large multi-segmented networks, manage and optimize control, network system performance and interoperability. Develop technical documentation and perform

knowledge transfer activities. Perform daily operational support in a computer data processing environment.

3. Skill Category III – Database Design, Data Analysis and Data Management

Design, develop, implement and maintain workgroup and enterprise databases and data administration and management processes which ensure the availability, integrity and efficient integration of data used by many applications. Design logical and physical databases, create databases, develop stored procedures, performance tuning, perform database backups and restores, assist with data integration and data mapping, develop data validation and tuning tools and procedures, and troubleshoot and resolve database issues. Collect, organize, and map datasets; identify, gather, and refine contest-based data; and perform analysis using statistical methods, predictive algorithms, machine learning languages, visualization tools, and reasoning methods. Develop technical documentation and perform knowledge transfer activities.

4. Skill Category IV – Project Management

Provide IT project management services such as developing project plans and project schedules, managing and tracking project activities and deliverables to ensure on-time, on-budget delivery of complex IT implementation and enhancement projects. Develop technical documentation and perform knowledge transfer activities. Assist in the development of RFPs and contracts, developing project charters, defining, managing, and tracking project scope, cost, and schedule, preparing project status reports, identifying and resolving issues and mitigating project risks.

Contract personnel performing the types of tasks described above must have, as a minimum, a bachelor's degree from a recognized four-year college or university. Course work in information systems, computer engineering, or computer science may also be required. In addition, two or more years of full-time paid experience in one or more specific technical areas is required.

- B. Contract personnel must be employed as common law employees for income and employment tax purposes with W-4 employment status.
- C. All work performed by Contractor and its contract personnel shall be in accordance with Department policies, procedures, and standards, including all amendments thereto, which are incorporated herein by reference. Contractor's personnel who provide services under this

Agreement will be subject to LAPD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that the LAPD will request Contractor's services according to LAPD requirements and that such services may be required on a full or part-time basis. Contractor shall ensure that all of its contract personnel working under this contract shall comply with any and all confidentiality requirements and obligations as may be required by the LAPD in connection with any work performed under this Agreement.

- E. All work, tasks, and deliverables (collectively "Deliverables") are subject to City approval in accordance with specific statements of work (SOWs) that may be issued from time to time. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6.0, Compensation and Method of Payment, of this Agreement.
- F. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- G. In the event that the LAPD requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 13.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- H. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department.
- I. Contractor understands that the City, through the LAPD, may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Agreement does not grant an exclusive right to Contractor to provide all contracted programming and technical personnel.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

5.1 Access to City Facilities

The City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will 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.

5.2 Resources Supplied by City

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor in accordance with the attached Fee Schedule (Attachment B), not to exceed One Million Dollars (\$1,000,000) per year, including travel expenses. Contractor further understands and agrees that execution of this Agreement does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled

to any vacation, sick leave, workers' compensation, pension or any other City benefits.

6.2 Appropriation

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

6.3 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- 1) Name and address of Contractor;
- 2) Date of the invoice and period covered;
- 3) Invoice Number;
- 4) Agreement Number;
- 5) Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- 6) Payment terms, total due, and due date;
- 7) Certification by a duly authorized officer;
- 8) Remittance Address (if different from Contractor's address);

- 9) Contractor's State of California Sales and Use Tax Permit Number;
and
- 10) Contractor's City of Los Angeles Business Tax Registration
Certificate Number.

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, computer printout, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAPD project manager or designee.

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

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

B. General Requirements for Invoices

Invoices for services provided to the LAPD will be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

6.4 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

- B. Contractor must deliver products, services, and invoices to the City upon completion of tasks as described in this Contract. City will pay Contractor for the approved product and services in the amount specified herein. This amount must include payment for all services performed, including related taxes. Payments will be due and payable upon the completion of the City's review and approval of the work product.

C. Notification of Acceptance

At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.

D. Acceptance/Non-Acceptance

Unless modified in a specific SOW, all Deliverables provided by Contractor to City shall be deemed to be accepted within thirty (30) business days of receipt by City unless Contractor receives written notice of non-acceptance within thirty (30) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

6.5 Written Approval Request

Before services are provided for the LAPD, Contractor must first receive written approval to proceed by the Department. The Written Approval must include a detailed SOW defining the scope of services, duration of engagement, and the budget for the project. Contractor must not exceed the approved scope or budget for any project, nor will the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Department is obtained modifying the scope or budget of the project.

6.6 Monthly Expenditure Reports

Within five (5) business days of the beginning of each month, the Contractor will provide the LAPD with a written report in a format approved by the LAPD, which summarizes the total charges to the LAPD under this Agreement from the effective date of the Agreement to and including the most recent invoice sent to the LAPD. The Contractor's expenditure report must also include a summary of the total charges to the LAPD broken down by each of the Contractor's employees.

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any Deliverable provided by Contractor, the Deliverable will perform materially as described in the technical specifications set forth in this Agreement or in a specific SOW.
- B. Contractor represents and warrants that no Deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any Deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all Deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any Deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or Deliverable is developed or licensed hereunder.

SECTION 8.0 SUBCONTRACTORS

8.1 Subcontractors

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business 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 in its possession.
- B. The Contractor will make the Confidential Information 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 Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information 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 Confidential Information 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 Confidential Information and all other written materials, notes, documents, or other information obtained 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 are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- 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.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, 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 E, and incorporated herein, and require it from each subcontractor.

9.2 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 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, 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, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 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 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 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 and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor

shall not use City Data for any purpose other than that of rendering the services 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 best 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 a candidate's 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

return 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. 10/17) [v.3]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3] ("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

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement

("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

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 twenty-four (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 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, 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.

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, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 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 personnel.

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 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 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. 10/17) [v.3].

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 warrants 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 F, 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, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 STANDARD PROVISIONS

11.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Attachment A and incorporated herein by reference.

11.2 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.labavn.org.

SECTION 12.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

12.1 Disputes

A. Contractor Discrepancy Report (CDR)

If at any time during the term of this Agreement, the work does not meet performance standards or the Contractor does not perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Attachment C, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the dispute procedure begins.

B. Procedure

Both parties 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 Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement.

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 will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

C. Continuance of Work

The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.

D. Basis for Procedure

The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

E. Decision Is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

12.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations pursuant to Section 12.3 and PSC-8, Suspension, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A; or
- D. Terminate the Agreement pursuant to Section 12.4 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

12.3 Suspension

The City may suspend all or part of the project operations for failure by the 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 the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

12.4 Termination for Convenience

The City may terminate this Contract, in whole or in part, including any tasks and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The City shall give notice of such termination by sending a registered letter, return receipt requested, to the Contractor at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.
- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

1. Contractor shall be paid on the basis of work completed as set forth in Section 6.0, Compensation and Method of Payment, after City review and approval of the work.
2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6.0, Compensation and Method of Payment, after City receives, reviews and approves of the work.

12.5 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 12.4, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

12.6 Return of Loaned Materials

In the event this Contract is terminated pursuant to this Section 12.0 of this Contract or PSC-9 of Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

SECTION 13.0 AMENDMENTS AND CHANGE REQUESTS

13.1 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

13.2 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 4.1, Scope of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section means technical or other adjustments made within the Scope of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1 of this 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 thirty (30) business 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) Total cost of the change;
- 2) Scheduled impact of the change for current and subsequent deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax Impact, if any;
- 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 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to

Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 13.2(B) of this Agreement as mutually agreed upon, 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 fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12.1, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 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 thirty (30) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum

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 Commercial Programming Systems, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- 3) Attachment B, Fee Schedule
- 4) Attachment E, Confidentiality Agreement
- 5) Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

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 representatives.

THE CITY OF LOS ANGELES

**COMMERCIAL PROGRAMMING
SYSTEMS, INC.**

By: _____
MICHEL R. MOORE
Chief of Police

By: _____
PHILIP SAWYER
President

Date: _____

Date: 1/8/2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney (2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: _____
DONNA PRESTON
Vice President

Date: _____

Date: 1/8/2021

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000182264

Internal Revenue Service Taxpayer Identification Number: 95-3287527

City Contract Number: C-

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: COMMERCIAL PROGRAMMING SYSTEMS, INC.Date: 1/7/2020Agreement/Reference: IT 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 (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 1,000,000
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

✓ Professional Liability (Errors and Omissions) 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Provided to: Nicholas Webster, Management Assistant LAPD (213) 486-0395

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULE - COMMERCIAL PROGRAMMING SYSTEMS (CPS)

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
Skill Category 1	Application Design/ Programming	\$65.00/hr.	\$145.00/hr.
Skill Category 2	Systems Programming and Infrastructure Operations Support	\$55.00/hr.	\$140.00/hr.
Skill Category 3	Database Design/ Data Analysis and Data Management	\$70.00/hr.	\$130.00/hr.
Skill Category 4	Project Management	\$65.00/hr.	\$150.00/hr.

Proficient is defined as a resource that can satisfactorily provide the required services and experience with less than two years in the specific area of expertise required.

Advanced is defined as having extensive experience, significant knowledge and is considered an expert in the specific area of expertise and can perform those duties with little or no supervision or guidance.

ATTACHMENT C

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

ATTACHMENT D

SAMPLE CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Commercial Programming Systems, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

Los Angeles Police Department

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 F

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "____"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

[Title]

Date

On behalf of [Party No. 2]: _____

[Name]

[Title]

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

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

EILEEN M. DECKER
PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
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

February 9, 2021

BPC #21-021 (4/5)

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: APPROVAL REQUEST OF PROFESSIONAL SERVICE AGREEMENT BETWEEN THE
CITY OF LOS ANGELES AND ODESUS, INC., FOR INFORMATION TECHNOLOGY
SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 2, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review, approval, and transmission to the City Council.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, appearing to read "Maria Silva", is written over the printed name.

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: ODESUS, INC.

REGARDING: INFORMATION TECHNOLOGY SERVICES

Agreement Number _____

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ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

**Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
ODESUS, INC.
FOR
INFORMATION TECHNOLOGY SERVICES

RECITALS

THIS 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 Department (hereinafter referred to as the “LAPD” or the “Department”), and Odesus, Inc., a California Corporation, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City, acting by and through the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) on August 22, 2018, for contract information technology services on a temporary and occasional as-needed basis; and

WHEREAS, the Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134759 between the City and the Contractor was executed on December 24, 2019; and

WHEREAS, the Los Angeles Police Department (LAPD) has a need for the services solicited in the RFP released by ITA and articulated in Contract No. C-134759; and

WHEREAS, it is in the City’s best interest to take advantage of the recent procurement process to the extent that it is relevant to the LAPD’s requirements, and

WHEREAS, the services required by the LAPD are of professional, expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Odesus, Inc., 11766 Wilshire Boulevard, Suite 400, Los Angeles, CA 90025.

1.2 Representatives of the Parties

- A. 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:

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

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

- ii. The Contractor's representative is, unless otherwise stated in the Agreement:

Christian Foster
Contract Representative
11766 Wilshire Boulevard, Suite 400
Los Angeles, California 90025
Telephone Number: (424) 832-7914
cfoster@odesus.com

- B. 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.
- C. 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.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution by all parties and shall terminate on December 31, 2024, unless otherwise terminated pursuant to Section 12.0 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 COVID-19 Notification

Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed

by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work to be Performed

A. Contractor agrees to provide personnel who will assist the Department in the performance of its municipal responsibilities. The contract personnel to be provided by Contractor must have experience and capability to perform the following types of services as the City may require:

1. Skill Category I – Application Design and Programming

Design, develop, install and support of Information Technology (IT) applications, including but not limited to custom applications, Enterprise Resource Planning (ERP) systems, Customer Relationship Management (CRM) systems, Internet of Things (IoT) device applications, social media, Content Management Systems (CMS), and other IT platforms. Design and develop user interfaces, application programming interfaces (API), web designs, and functional/technical designs. Perform application configuration and migration implementation. Develop and execute test plans. Develop technical documentation and perform knowledge transfer activities. Troubleshoot and resolve system issues. Perform business and systems analysis to facilitate and coordinate the development of technology solutions to meet departmental business and operational requirements and evaluate technology alternatives.

2. Skill Category II – Systems Programming and Infrastructure Operations Support

Design, develop, install, administer and support stability and efficiency of complex control software, network systems, data communications systems, mainframe, virtual servicers, storage systems and cybersecurity. Design, implement and maintain cloud instances addressing application, security and general computing needs. Configure and manage large multi-segmented networks, manage and optimize control, network system performance and interoperability. Develop technical documentation and perform

knowledge transfer activities. Perform daily operational support in a computer data processing environment.

3. Skill Category III – Database Design, Data Analysis and Data Management

Design, develop, implement and maintain workgroup and enterprise databases and data administration and management processes which ensure the availability, integrity and efficient integration of data used by many applications. Design logical and physical databases, create databases, develop stored procedures, performance tuning, perform database backups and restores, assist with data integration and data mapping, develop data validation and tuning tools and procedures, and troubleshoot and resolve database issues. Collect, organize, and map datasets; identify, gather, and refine contest-based data; and perform analysis using statistical methods, predictive algorithms, machine learning languages, visualization tools, and reasoning methods. Develop technical documentation and perform knowledge transfer activities.

4. Skill Category IV – Project Management

Provide IT project management services such as developing project plans and project schedules, managing and tracking project activities and deliverables to ensure on-time, on-budget delivery of complex IT implementation and enhancement projects. Develop technical documentation and perform knowledge transfer activities. Assist in the development of RFPs and contracts, developing project charters, defining, managing, and tracking project scope, cost, and schedule, preparing project status reports, identifying and resolving issues and mitigating project risks.

Contract personnel performing the types of tasks described above must have, as a minimum, a bachelor's degree from a recognized four-year college or university. Course work in information systems, computer engineering, or computer science may also be required. In addition, two or more years of full-time paid experience in one or more specific technical areas is required.

- B. Contract personnel must be employed as common law employees for income and employment tax purposes with W-4 employment status.
- C. All work performed by Contractor and its contract personnel shall be in accordance with Department policies, procedures, and standards, including all amendments thereto, which are incorporated herein by reference. Contractor's personnel who provide services under this

Agreement will be subject to LAPD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that the LAPD will request Contractor's services according to LAPD requirements and that such services may be required on a full or part-time basis. Contractor shall ensure that all of its contract personnel working under this contract shall comply with any and all confidentiality requirements and obligations as may be required by the LAPD in connection with any work performed under this Agreement.

- E. All work, tasks, and deliverables (collectively "Deliverables") are subject to City approval in accordance with specific statements of work (SOWs) that may be issued from time to time. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6.0, Compensation and Method of Payment, of this Agreement.
- F. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- G. In the event that the LAPD requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 13.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- H. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department.
- I. Contractor understands that the City, through the LAPD, may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Agreement does not grant an exclusive right to Contractor to provide all contracted programming and technical personnel.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

5.1 Access to City Facilities

The City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will 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.

5.2 Resources Supplied by City

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor in accordance with the attached Fee Schedule (Attachment B), not to exceed One Million Dollars (\$1,000,000) per year, including travel expenses. Contractor further understands and agrees that execution of this Agreement does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled

to any vacation, sick leave, workers' compensation, pension or any other City benefits.

6.2 Appropriation

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

6.3 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- 1) Name and address of Contractor;
- 2) Date of the invoice and period covered;
- 3) Invoice Number;
- 4) Agreement Number;
- 5) Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- 6) Payment terms, total due, and due date;
- 7) Certification by a duly authorized officer;
- 8) Remittance Address (if different from Contractor's address);

- 9) Contractor's State of California Sales and Use Tax Permit Number;
and
- 10) Contractor's City of Los Angeles Business Tax Registration
Certificate Number.

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, computer printout, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAPD project manager or designee.

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

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

B. General Requirements for Invoices

Invoices for services provided to the LAPD will be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

6.4 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

- B. Contractor must deliver products, services, and invoices to the City upon completion of tasks as described in this Contract. City will pay Contractor for the approved product and services in the amount specified herein. This amount must include payment for all services performed, including related taxes. Payments will be due and payable upon the completion of the City's review and approval of the work product.

C. Notification of Acceptance

At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.

D. Acceptance/Non-Acceptance

Unless modified in a specific SOW, all Deliverables provided by Contractor to City shall be deemed to be accepted within thirty (30) business days of receipt by City unless Contractor receives written notice of non-acceptance within thirty (30) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

6.5 Written Approval Request

Before services are provided for the LAPD, Contractor must first receive written approval to proceed by the Department. The Written Approval must include a detailed SOW defining the scope of services, duration of engagement, and the budget for the project. Contractor must not exceed the approved scope or budget for any project, nor will the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Department is obtained modifying the scope or budget of the project.

6.6 Monthly Expenditure Reports

Within five (5) business days of the beginning of each month, the Contractor will provide the LAPD with a written report in a format approved by the LAPD, which summarizes the total charges to the LAPD under this Agreement from the effective date of the Agreement to and including the most recent invoice sent to the LAPD. The Contractor's expenditure report must also include a summary of the total charges to the LAPD broken down by each of the Contractor's employees.

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any Deliverable provided by Contractor, the Deliverable will perform materially as described in the technical specifications set forth in this Agreement or in a specific SOW.
- B. Contractor represents and warrants that no Deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any Deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all Deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any Deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or Deliverable is developed or licensed hereunder.

SECTION 8.0 SUBCONTRACTORS

8.1 Subcontractors

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business 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 in its possession.
- B. The Contractor will make the Confidential Information 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 Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information 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 Confidential Information 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 Confidential Information and all other written materials, notes, documents, or other information obtained 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 are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- 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.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, 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 E, and incorporated herein, and require it from each subcontractor.

9.2 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 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, 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, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 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 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 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 and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor

shall not use City Data for any purpose other than that of rendering the services 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 best 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 a candidate's 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

return 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. 10/17) [v.3]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3] ("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

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement

("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

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 twenty-four (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 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, 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.

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, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 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 personnel.

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 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 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. 10/17) [v.3].

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 warrants 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 F, 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, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 STANDARD PROVISIONS

11.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Attachment A and incorporated herein by reference.

11.2 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.labavn.org.

SECTION 12.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

12.1 Disputes

A. Contractor Discrepancy Report (CDR)

If at any time during the term of this Agreement, the work does not meet performance standards or the Contractor does not perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Attachment C, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the dispute procedure begins.

B. Procedure

Both parties 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 Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement.

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 will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

C. Continuance of Work

The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.

D. Basis for Procedure

The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

E. Decision Is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

12.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations pursuant to Section 12.3 and PSC-8, Suspension, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A; or
- D. Terminate the Agreement pursuant to Section 12.4 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

12.3 Suspension

The City may suspend all or part of the project operations for failure by the 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 the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

12.4 Termination for Convenience

The City may terminate this Contract, in whole or in part, including any tasks and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The City shall give notice of such termination by sending a registered letter, return receipt requested, to the Contractor at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.
- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

1. Contractor shall be paid on the basis of work completed as set forth in Section 6.0, Compensation and Method of Payment, after City review and approval of the work.
2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6.0, Compensation and Method of Payment, after City receives, reviews and approves of the work.

12.5 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 12.4, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

12.6 Return of Loaned Materials

In the event this Contract is terminated pursuant to this Section 12.0 of this Contract or PSC-9 of Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

SECTION 13.0 AMENDMENTS AND CHANGE REQUESTS

13.1 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

13.2 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 4.1, Scope of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section means technical or other adjustments made within the Scope of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1 of this 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 thirty (30) business 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) Total cost of the change;
- 2) Scheduled impact of the change for current and subsequent deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax Impact, if any;
- 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 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to

Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 13.2(B) of this Agreement as mutually agreed upon, 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 fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12.1, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 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 thirty (30) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum

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 Odesus, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- 3) Attachment B, Fee Schedule
- 4) Attachment E, Confidentiality Agreement
- 5) Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

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 representatives.

THE CITY OF LOS ANGELES

ODESUS, INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: Ashley O'Reilly
ASHLEY O'REILLY
Director, Operations &
Administration

Date: _____

Date: 1/11/2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney (2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: Christian Foster
CHRISTIAN FOSTER
Client Partner

Date: _____

Date: 1/11/2021

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000684110-0001-3

Internal Revenue Service Taxpayer Identification Number: 95-4864544

City Contract Number: C- 134759

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: ODESUS, INC.Date: 1/7/2020Agreement/Reference: IT 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 (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** _____ 1,000,000
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

☒ **Professional Liability** (Errors and Omissions) _____ 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

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

 _____ **Crime Insurance** _____

Other: Provided to: Nicholas Webster, Management Assistant LAPD (213) 486-0395

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULE - ODESUS

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
I	Application Design	\$80.00/hr.	\$105.00/hr.
I	Application Programming	\$80.00/hr.	\$120.00/hr.
II	Systems Programming	\$80.00/hr.	\$115.00/hr.
II	Systems Infrastructure Operations Support	\$60.00/hr.	\$75.00/hr.
III	Database Design	\$110.00/hr.	\$140.00/hr.
III	Data Analysis	\$65.00/hr.	\$95.00/hr.
III	Data Management	\$105.00/hr.	\$130.00/hr.
IV	Project Management	\$98.00/hr.	\$138.00/hr.

ATTACHMENT C

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

ATTACHMENT D

SAMPLE CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Odesus, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

Los Angeles Police Department

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 F

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "____"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

[Title]

Date

On behalf of [Party No. 2]: _____

[Name]

[Title]

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

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

EILEEN M. DECKER
PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
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

February 9, 2021

BPC #21-021 (5/5)

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: APPROVAL REQUEST OF PROFESSIONAL SERVICE AGREEMENT BETWEEN THE
CITY OF LOS ANGELES AND SATWIC, INC., FOR INFORMATION TECHNOLOGY
SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 2, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review, approval, and transmission to the City Council.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: SATWIC, INC.

REGARDING: INFORMATION TECHNOLOGY SERVICES

Agreement Number _____

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ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

**Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum**

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
SATWIC, INC.
FOR
INFORMATION TECHNOLOGY SERVICES

RECITALS

THIS 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 Department (hereinafter referred to as the “LAPD” or the “Department”), and Satwic, Inc., a California Corporation, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City, acting by and through the Los Angeles Information Technology Agency (ITA) issued a Request for Proposals (RFP) on August 22, 2018, for contract information technology services on a temporary and occasional as-needed basis; and

WHEREAS, the Contractor was selected by ITA pursuant to the evaluation criteria set forth in the RFP, and Contract No. C-134758 between the City and the Contractor was executed on December 24, 2019; and

WHEREAS, the Los Angeles Police Department (LAPD) has a need for the services solicited in the RFP released by ITA and articulated in Contract No. C-134758; and

WHEREAS, it is in the City’s best interest to take advantage of the recent procurement process to the extent that it is relevant to the LAPD’s requirements, and

WHEREAS, the services required by the LAPD are of professional, expert and temporary nature; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Satwic, Inc., 177 E. Colorado Boulevard, Suite 200, Pasadena, CA 91105.

1.2 Representatives of the Parties

- A. 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:

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

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

- ii. The Contractor's representative is, unless otherwise stated in the Agreement:

Subbaiah Cherumandanda
President
177 E. Colorado Boulevard, Suite 200
Pasadena, California 91105
Telephone Number: (818)230-2181
sbc@satwic.com

- B. 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.
- C. 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.

SECTION 2.0 TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution by all parties and shall terminate on December 31, 2024, unless otherwise terminated pursuant to Section 12.0 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

2.2 Ratification

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

SECTION 3.0 PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 COVID-19 Notification

Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed

by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

SECTION 4.0 SCOPE OF WORK

4.1 Scope of Work to be Performed

- A. Contractor agrees to provide personnel who will assist the Department in the performance of its municipal responsibilities. The contract personnel to be provided by Contractor must have experience and capability to perform the following types of services as the City may require:

1. Skill Category I – Application Design and Programming

Design, develop, install and support of Information Technology (IT) applications, including but not limited to custom applications, Enterprise Resource Planning (ERP) systems, Customer Relationship Management (CRM) systems, Internet of Things (IoT) device applications, social media, Content Management Systems (CMS), and other IT platforms. Design and develop user interfaces, application programming interfaces (API), web designs, and functional/technical designs. Perform application configuration and migration implementation. Develop and execute test plans. Develop technical documentation and perform knowledge transfer activities. Troubleshoot and resolve system issues. Perform business and systems analysis to facilitate and coordinate the development of technology solutions to meet departmental business and operational requirements and evaluate technology alternatives.

2. Skill Category II – Systems Programming and Infrastructure Operations Support

Design, develop, install, administer and support stability and efficiency of complex control software, network systems, data communications systems, mainframe, virtual servicers, storage systems and cybersecurity. Design, implement and maintain cloud instances addressing application, security and general computing needs. Configure and manage large multi-segmented networks, manage and optimize control, network system performance and interoperability. Develop technical documentation and perform

knowledge transfer activities. Perform daily operational support in a computer data processing environment.

3. Skill Category III – Database Design, Data Analysis and Data Management

Design, develop, implement and maintain workgroup and enterprise databases and data administration and management processes which ensure the availability, integrity and efficient integration of data used by many applications. Design logical and physical databases, create databases, develop stored procedures, performance tuning, perform database backups and restores, assist with data integration and data mapping, develop data validation and tuning tools and procedures, and troubleshoot and resolve database issues. Collect, organize, and map datasets; identify, gather, and refine contest-based data; and perform analysis using statistical methods, predictive algorithms, machine learning languages, visualization tools, and reasoning methods. Develop technical documentation and perform knowledge transfer activities.

4. Skill Category IV – Project Management

Provide IT project management services such as developing project plans and project schedules, managing and tracking project activities and deliverables to ensure on-time, on-budget delivery of complex IT implementation and enhancement projects. Develop technical documentation and perform knowledge transfer activities. Assist in the development of RFPs and contracts, developing project charters, defining, managing, and tracking project scope, cost, and schedule, preparing project status reports, identifying and resolving issues and mitigating project risks.

Contract personnel performing the types of tasks described above must have, as a minimum, a bachelor's degree from a recognized four-year college or university. Course work in information systems, computer engineering, or computer science may also be required. In addition, two or more years of full-time paid experience in one or more specific technical areas is required.

- B. Contract personnel must be employed as common law employees for income and employment tax purposes with W-4 employment status.
- C. All work performed by Contractor and its contract personnel shall be in accordance with Department policies, procedures, and standards, including all amendments thereto, which are incorporated herein by reference. Contractor's personnel who provide services under this

Agreement will be subject to LAPD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that the LAPD will request Contractor's services according to LAPD requirements and that such services may be required on a full or part-time basis. Contractor shall ensure that all of its contract personnel working under this contract shall comply with any and all confidentiality requirements and obligations as may be required by the LAPD in connection with any work performed under this Agreement.

- E. All work, tasks, and deliverables (collectively "Deliverables") are subject to City approval in accordance with specific statements of work (SOWs) that may be issued from time to time. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6.0, Compensation and Method of Payment, of this Agreement.
- F. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- G. In the event that the LAPD requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 13.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- H. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department.
- I. Contractor understands that the City, through the LAPD, may have, or subsequently enter into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Agreement does not grant an exclusive right to Contractor to provide all contracted programming and technical personnel.

4.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

5.1 Access to City Facilities

The City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will 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.

5.2 Resources Supplied by City

Subject to availability and at the discretion of the City, City will provide City resources, including but not limited to office space, office supplies, clerical support, telephones, and photocopying while the Contractor project team is working on City premises. Parking will not be provided.

SECTION 6.0

COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

For and in consideration of the services to be provided by the Contractor under this Agreement, the City agrees to pay the Contractor in accordance with the attached Fee Schedule (Attachment B), not to exceed One Million Dollars (\$1,000,000) per year, including travel expenses. Contractor further understands and agrees that execution of this Agreement does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled

to any vacation, sick leave, workers' compensation, pension or any other City benefits.

6.2 Appropriation

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

6.3 Method of Payment

A. Invoices

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 6.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- 1) Name and address of Contractor;
- 2) Date of the invoice and period covered;
- 3) Invoice Number;
- 4) Agreement Number;
- 5) Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- 6) Payment terms, total due, and due date;
- 7) Certification by a duly authorized officer;
- 8) Remittance Address (if different from Contractor's address);

- 9) Contractor's State of California Sales and Use Tax Permit Number;
and
- 10) Contractor's City of Los Angeles Business Tax Registration
Certificate Number.

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, computer printout, or photograph, must be attached to all invoices. Invoices must be submitted within thirty (30) days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAPD project manager or designee.

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

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

B. General Requirements for Invoices

Invoices for services provided to the LAPD will be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

6.4 Review and Acceptance of Deliverables

- A. Payment to Contractor will be authorized after acceptance of the Deliverables and receipt of a properly completed invoice (in that order).

- B. Contractor must deliver products, services, and invoices to the City upon completion of tasks as described in this Contract. City will pay Contractor for the approved product and services in the amount specified herein. This amount must include payment for all services performed, including related taxes. Payments will be due and payable upon the completion of the City's review and approval of the work product.

C. Notification of Acceptance

At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and required corrections.

D. Acceptance/Non-Acceptance

Unless modified in a specific SOW, all Deliverables provided by Contractor to City shall be deemed to be accepted within thirty (30) business days of receipt by City unless Contractor receives written notice of non-acceptance within thirty (30) business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

6.5 Written Approval Request

Before services are provided for the LAPD, Contractor must first receive written approval to proceed by the Department. The Written Approval must include a detailed SOW defining the scope of services, duration of engagement, and the budget for the project. Contractor must not exceed the approved scope or budget for any project, nor will the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Department is obtained modifying the scope or budget of the project.

6.6 Monthly Expenditure Reports

Within five (5) business days of the beginning of each month, the Contractor will provide the LAPD with a written report in a format approved by the LAPD, which summarizes the total charges to the LAPD under this Agreement from the effective date of the Agreement to and including the most recent invoice sent to the LAPD. The Contractor's expenditure report must also include a summary of the total charges to the LAPD broken down by each of the Contractor's employees.

SECTION 7.0 REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

- A. Contractor represents and warrants that for one year following the final acceptance of any Deliverable provided by Contractor, the Deliverable will perform materially as described in the technical specifications set forth in this Agreement or in a specific SOW.
- B. Contractor represents and warrants that no Deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any Deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all Deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any Deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or Deliverable is developed or licensed hereunder.

SECTION 8.0 SUBCONTRACTORS

8.1 Subcontractors

The City has approval rights over the utilization of subcontractor(s). This applies to both individuals and corporations, in the event such subcontractors and/or substitutions for subcontractors are proposed by the Contractor. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement.

SECTION 9.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

9.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business 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 in its possession.
- B. The Contractor will make the Confidential Information 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 Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information 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 Confidential Information 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 Confidential Information and all other written materials, notes, documents, or other information obtained 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 are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- 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.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, 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 E, and incorporated herein, and require it from each subcontractor.

9.2 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 9.0 are met. Each document will be controlled through the use of a Document Control Number.

9.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, 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, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

9.4 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 9.0.

9.5 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 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 and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor

shall not use City Data for any purpose other than that of rendering the services 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 best 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 a candidate's 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

return 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. 10/17) [v.3]. After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3] ("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

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement

("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

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 twenty-four (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 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, 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.

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, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 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 personnel.

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 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 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. 10/17) [v.3].

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 warrants 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 F, 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, and incorporate, the provisions of this Section 10.0.

10.16 Survival of Provisions

The provisions of this Section 10.0 will survive termination of this Agreement.

SECTION 11.0 STANDARD PROVISIONS

11.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Attachment A and incorporated herein by reference.

11.2 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.labavn.org.

SECTION 12.0 DISPUTES, DEFAULTS, SUSPENSION AND TERMINATION

12.1 Disputes

A. Contractor Discrepancy Report (CDR)

If at any time during the term of this Agreement, the work does not meet performance standards or the Contractor does not perform services required by this Agreement, the City may prepare a Contractor Discrepancy Report (CDR). The CDR will be issued to the Contractor within five (5) calendar days of discovering the unsatisfactory performance. The Contractor shall respond within five (5) calendar days upon receipt of the CDR and correct the discrepancy at Contractor's expense. The CDR, set forth as Attachment C, is attached hereto and made a part hereof. In the event the CDR cannot settle the disagreement, the dispute procedure begins.

B. Procedure

Both parties 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 Contract, the City's Project Manager (City PM) and the Contractor's Project Manager (Contractor PM) shall schedule a meeting of the individuals identified in the issues in dispute within two (2) business days of discovery of such disagreement and make a good faith effort to resolve the disagreement.

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 will result in an agreed upon course of action to resolve the dispute or default.

If the parties are unable to resolve the dispute, the Contractor PM will summarize the dispute in writing and forward it to a senior executive of the Contractor and a senior executive or officer of the City and the City PM, in each case, not involved in the project on a day-to-day basis. Such executives will meet (in person or by telephone) within two (2) business days of delivery of the dispute summary and make a good faith attempt to resolve the dispute.

C. Continuance of Work

The Contractor shall, to the extent possible, continue to perform work under the Agreement during any dispute.

D. Basis for Procedure

The provisions of Div. 5, Ch. 10, Art. 1 of the Los Angeles Administrative Code and Section 350 of the City Charter, incorporated herein by this reference, shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

E. Decision Is Binding

In determining whether there has been such non-compliance with the Agreement as to warrant termination/suspension, the decision of the Board of Police Commissioners shall be binding on both parties.

12.2 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations pursuant to Section 12.3 and PSC-8, Suspension, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A; or
- D. Terminate the Agreement pursuant to Section 12.4 and PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Attachment A.

12.3 Suspension

The City may suspend all or part of the project operations for failure by the 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 the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with the Insurance requirements herein. Performance shall not resume without the prior written approval of the City.

12.4 Termination for Convenience

The City may terminate this Contract, in whole or in part, including any tasks and/or Deliverables not completed by the Contractor, for their sole convenience, at any time, in the manner and subject to the conditions set forth in this Section. The City shall give notice of such termination by sending a registered letter, return receipt requested, to the Contractor at the address set forth in Section 1, Representatives of the Parties, of this Contract. The letter shall indicate which part or parts of this Contract are terminated. Termination shall be effective thirty (30) calendar days after certified receipt of said letter or twenty (20) business days from the date of the letter, whichever occurs later.

- A. After receipt of a notice of termination and except as otherwise directed by the City, the Contractor shall:
 - 1. Stop all work under this Contract on the date and to the extent specified in the notice of termination, and shall immediately cause any of its suppliers and subcontractors to cease such work.
 - 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents and Deliverables, or portions thereof, if any, prepared pursuant to this Contract, but not already delivered.
 - 3. Transfer title to the City where applicable under this Contract (to the extent that title has not already been transferred) in the manner at the times and to the extent directed by the City for the work in process, completed work and other material produced as part of or required in respect to performance of this Contract immediately upon receipt of payment for the work and other materials specified herein or if payment has already been received by Contractor, title must be transferred within ten (10) calendar days after termination.
- B. Payment in the Event of Termination for Convenience. The amount due the Contractor by reason of termination for convenience shall be determined as follows:

1. Contractor shall be paid on the basis of work completed as set forth in Section 6.0, Compensation and Method of Payment, after City review and approval of the work.
2. Contractor shall also be compensated by the City on a percentage completed basis (such percentage to be mutually agreed upon by Contractor and City) of the applicable Deliverables for work in process up to the receipt of the notice of termination in compliance with Section 6.0, Compensation and Method of Payment, after City receives, reviews and approves of the work.

12.5 Termination for Breach of Agreement

- A. If this Contract is terminated for breach, the Contractor shall comply with Section 12.4, Termination for Convenience, above.
- B. The City may terminate this Contract in whole or any part hereof by giving Contractor a written notice of breach. Contractor will have fourteen (14) calendar days from receipt of the notice of breach to cure, or diligently commence to cure such breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach within this time frame, the City may terminate this Contract on seven (7) calendar days' notice.

If this Contract is terminated for breach by the City, the City will pay for the value of the work completed prior to such termination, less the amount of any damages incurred as a result of the Contractor's breach, after the City receives, reviews, and approves of the work.

- C. The Contractor shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Contractor's suppliers or subcontractors which the Contractor could reasonably have avoided.

12.6 Return of Loaned Materials

In the event this Contract is terminated pursuant to this Section 12.0 of this Contract or PSC-9 of Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], all property (including records, equipment, and software) loaned by either party to the other under this Contract must be returned within fifteen (15) calendar days after the effective date of termination.

SECTION 13.0 AMENDMENTS AND CHANGE REQUESTS

13.1 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

13.2 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 4.1, Scope of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section means technical or other adjustments made within the Scope of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1 of this 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 thirty (30) business 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) Total cost of the change;
- 2) Scheduled impact of the change for current and subsequent deliverables;
- 3) Impact of the change on any other part of this Agreement;
- 4) Estimated California Sales Tax Impact, if any;
- 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 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to

Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section 13.2(B) of this Agreement as mutually agreed upon, 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 fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 12.1, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 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 thirty (30) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Attachment B – Fee Schedule

Attachment C – Contractor Discrepancy Report

Attachment D – Sample Project Change Authorization Form

Attachment E – Confidentiality Agreement

Attachment F – The Federal Bureau of Investigation Criminal Justice Information
Systems Security Addendum

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 Satwic, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- 3) Attachment B, Fee Schedule
- 4) Attachment E, Confidentiality Agreement
- 5) Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

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 representatives.

THE CITY OF LOS ANGELES

SATWIC, INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: _____
SUBBAIAH CHERUMANDANDA
President

Date: _____

Date: 1/8/2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0002921445-0001-7

Internal Revenue Service Taxpayer Identification Number: 95-4802883

City Contract Number: C-

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: SATWIC, INC.Date: 1/7/2020Agreement/Reference: IT 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 (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** _____ 1,000,000
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

☒ **Professional Liability** (Errors and Omissions) _____ 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination of Agreement

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

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

 _____ **Crime Insurance** _____

Other: Provided to: Nicholas Webster, Management Assistant LAPD (213) 486-0395

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULE - SATWIC, INC.

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
Skill Category I	Various Job Titles	\$58.00/hr.	\$135.00/hr.
Skill Category II	Various Job Titles	\$55.00/hr.	\$125.00/hr.
Skill Category III	Various Job Titles	\$57.00/hr.	\$125.00/hr.
Skill Category IV	Various Job Titles	\$55.00/hr.	\$130.00/hr.

Based on descriptions outlined in Skill Categories, a more detailed breakdown of the rate ranges for each skill category can be found in the tables below. For each job title, the minimum and maximum rates have been indicated. These are sample roles under the skill categories based on the description in the RFP and our experience with the City of Los Angeles, County of Los Angeles, and other public and private sector agencies.

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
Skill Category 1 - Application Design/ Programming			
	ERP Project Manager	\$80.00/hr.	\$125.00/hr.
	ERP Architect	\$95.00/hr.	\$135.00/hr.
	ERP Functional Consultant	\$80.00/hr.	\$120.00/hr.
	ERP Module Subject Matter Expert (SME)	\$75.00/hr.	\$125.00/hr.
	Business Systems Analyst	\$58.00/hr.	\$120.00/hr.
	ERP Developer & Configuration Expert	\$77.00/hr.	\$123.00/hr.
	ERP Report Writer	\$75.00/hr.	\$115.00/hr.
	ERP Interface Developer	\$82.00/hr.	\$125.00/hr.
	ERP Database Expert & Administrator	\$75.00/hr.	\$130.00/hr.
	ERP Application Tester	\$70.00/hr.	\$115.00/hr.
	CRM Project Manager	\$80.00/hr.	\$125.00/hr.
	Business Systems Analyst & Work Flow Expert	\$75.00/hr.	\$115.00/hr.
	CRM Data Manager	\$85.00/hr.	\$125.00/hr.
	CRM Application Architect	\$85.00/hr.	\$130.00/hr.
	CRM Application Developer	\$75.00/hr.	\$118.00/hr.
	CRM Application Tester	\$70.00/hr.	\$115.00/hr.
	CRM Report Writer	\$75.00/hr.	\$115.00/hr.
	IoT Application Architect	\$90.00/hr.	\$135.00/hr.
	IoT Application Developer	\$80.00/hr.	\$120.00/hr.
	Social Media & Big Data Engineer	\$80.00/hr.	\$125.00/hr.
	Data Scientist	\$75.00/hr.	\$125.00/hr.
	Application Development Engineer	\$65.00/hr.	\$118.00/hr.
	CMS Business Analyst	\$70.00/hr.	\$115.00/hr.

RATE SCHEDULE - SATWIC, INC.

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
	CMS Application Developer	\$75.00/hr.	\$118.00/hr.
	CMS Application Tester	\$70.00/hr.	\$115.00/hr.
	Interface Developer	\$75.00/hr.	\$120.00/hr.
	ERP/CRM Trainer	\$80.00/hr.	\$130.00/hr.
	Data Integration Engineer	\$79.00/hr.	\$125.00/hr.
	Business Intelligence Engineer (Oracle, Tableau, Cognos, Qlik, etc.)	\$79.00/hr.	\$120.00/hr.
	Cloud Architect	\$80.00/hr.	\$130.00/hr.
	Cloud Application Programmer	\$75.00/hr.	\$130.00/hr.
	Cloud Solutions SME	\$80.00/hr.	\$130.00/hr.
Skill Category 2 - Systems Programming and Infrastructure Operations			
	Network Architect	\$70.00/hr.	\$120.00/hr.
	WAN & Network Engineer	\$55.00/hr.	\$115.00/hr.
	Configuration & Infrastructure Engineer	\$65.00/hr.	\$115.00/hr.
	Systems Engineer & Administrator	\$75.00/hr.	\$120.00/hr.
	Linux Administrator	\$75.00/hr.	\$120.00/hr.
	Systems Support Engineer	\$75.00/hr.	\$120.00/hr.
	Cyber Security Expert	\$80.00/hr.	\$120.00/hr.
	Internet Content Filtering & Security Engineer	\$75.00/hr.	\$120.00/hr.
	Radio Systems Engineer	\$70.00/hr.	\$115.00/hr.
	Control Software Engineer	\$85.00/hr.	\$120.00/hr.
	Convergence & VOIP Engineer	\$75.00/hr.	\$117.00/hr.
	Mainframe OS & Systems Administrator	\$80.00/hr.	\$120.00/hr.
	Mainframe Developer	\$75.00/hr.	\$120.00/hr.
	Mainframe Report Writer	\$75.00/hr.	\$115.00/hr.
	Mainframe Interface Developer	\$85.00/hr.	\$120.00/hr.
	Mainframe Support Specialist	\$80.00/hr.	\$120.00/hr.
	Virtualization Systems Engineer	\$75.00/hr.	\$120.00/hr.
	Storage Systems Engineer	\$70.00/hr.	\$115.00/hr.
	Middle Tier Application Systems Administrator	\$80.00/hr.	\$120.00/hr.
	Disaster Recovery & Backup Engineer	\$85.00/hr.	\$120.00/hr.
	Data Center Administrator	\$90.00/hr.	\$120.00/hr.
	DevOps Engineer	\$75.00/hr.	\$115.00/hr.

RATE SCHEDULE - SATWIC, INC.

Skill Category	Job Title	Proficient (Min. Rate)	Advanced (Max. Rate)
<u>Skill Category 3 - Database Design/Data Analysis and Data Management</u>			
	Enterprise Data Architect	\$90.00/hr.	\$125.00/hr.
	Enterprise Data Modeler	\$75.00/hr.	\$115.00/hr.
	Database Administrator	\$75.00/hr.	\$125.00/hr.
	Data Analyst	\$57.00/hr.	\$110.00/hr.
	Data Quality Engineer	\$70.00/hr.	\$115.00/hr.
	Performance Management Expert	\$75.00/hr.	\$115.00/hr.
	Database Support Engineer	\$65.00/hr.	\$110.00/hr.
	Database Programmer	\$60.00/hr.	\$115.00/hr.
	Data Integration Engineer	\$80.00/hr.	\$118.00/hr.
	Data Visualization Engineer	\$75.00/hr.	\$120.00/hr.
	Data Scientist	\$75.00/hr.	\$125.00/hr.
	Data Statistician	\$70.00/hr.	\$120.00/hr.
	Data Mining Engineer	\$80.00/hr.	\$120.00/hr.
<u>Skill Category 4 - Project Management</u>			
	IT Program Manager	\$80.00/hr.	\$130.00/hr.
	IT Project Manager	\$80.00/hr.	\$125.00/hr.
	IT Program Scheduler (primavera and other software)	\$70.00/hr.	\$120.00/hr.
	Project Analyst	\$75.00/hr.	\$117.00/hr.
	Technical Writer (RFP's, Technical Documents, Analysis of Alternates)	\$68.00/hr.	\$120.00/hr.
	IT Project Coordinator	\$55.00/hr.	\$90.00/hr.

ATTACHMENT C

CONTRACTOR DISCREPANCY REPORT

Contractor Discrepancy Report

From: The City of Los Angeles

To: Contractor

The following are discrepancies in Contractor performance to the contractual obligations agreed upon in Contract No. _____.

The Contractor has _____ days to correct these discrepancies.

ATTACHMENT D

SAMPLE CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Satwic, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:

ATTACHMENT E

CONFIDENTIALITY AGREEMENT

Los Angeles Police Department

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 F

**THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE
INFORMATION SYSTEMS SECURITY ADDENDUM**

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ____ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ____ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "____"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

[Title]

Date

On behalf of [Party No. 2]: _____

[Name]

[Title]

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