



RONNIE R. VILLANUEVA
INTERIM FIRE CHIEF

March 24, 2025

BOARD OF FIRE COMMISSIONERS
FILE NO. 25-018

TO: **R/V** Board of Fire Commissioners

FROM: Ronnie R. Villanueva, Interim Fire Chief

SUBJECT: AGREEMENT WITH ECONOMIC AND PLANNING SYSTEMS, INC. FOR
FIRE SERVICE NEXUS FEASIBILITY STUDY

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department (LAFD) issued Request for Proposals (RFP) No. 2024-038-003 on October 30, 2024, in order to contract with a qualified professional consultant to conduct a Fire Service Nexus Feasibility Study (Study). The purpose of the Study is to assess if there is a relationship between new development and population growth within the City of Los Angeles (City) and an increased demand for fire services that is currently provided by the LAFD. Two (2) proposals were received by the December 4, 2024 deadline.

It is recommended that an Agreement be awarded to Economic and Planning Systems, Inc., for a one-year term and for a maximum amount not to exceed \$70,740, with the option to extend the term for two (2) additional one-year terms, subject to the availability of funding.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Economic and Planning Systems, Inc. to conduct a Fire Service Nexus Feasibility Study, for a one-year term, commencing upon the date of attestation by the Los Angeles City Clerk and terminating one (1) year from that date, for a maximum contract amount not to exceed \$70,740 during the term of the Agreement, and with authority for the Fire Chief to amend the Agreement to exercise the two (2) one-year options to extend the term of the Agreement, subject to the availability of funding.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

DISCUSSION

The LAFD is one of the larger municipal Fire Departments in the United States with approximately 3,478 sworn and 346 civilian personnel, serving a population of approximately four million that covers a service area of nearly 500 square miles. The LAFD is a full spectrum life safety agency, providing services that include fire suppression, emergency medical, fire code enforcement and technical rescue.

The City currently has 106 fire stations, with 55 of the stations over 50 years old and in need of major infrastructure improvements. As the LAFD's infrastructure continues to age, many of the fire stations are at capacity and operate on staffing levels that are far less than other major cities. The National Fire Protection Association (NFPA) recommends 1.54 to 1.84 firefighters per 1,000 residents. The LAFD is operating at a staffing level of 0.91 firefighters per 1,000 residents which is significantly below the NFPA recommendation when compared to 1.82 for Chicago, 1.77 for San Francisco, and 1.73 for Houston. To meet the national standards, the City will need to increase the staffing levels to between 5,927 and 6,966 firefighters, requiring an additional 100 to 142 new fire stations. The design of these new stations may evolve to co-locate within residential, commercial, and industrial buildings.

The purpose of the Study is to ascertain if there is a correlation or "nexus" between new development, whether residential, commercial or industrial, and an increase in the demand for fire services. The results of the Study will be used to determine whether a Development Impact Fee pursuant to California Government Code Section 66000 (Mitigation Fee Act) is needed in order to provide for the cost of construction of new fire stations and/or maintenance and renovation of existing fire stations to mitigate a development's impact on the City's fire service infrastructure.

A Development Impact Fee would be essential to finance the construction and renovation of fire stations throughout the City in order to address the critical need of providing fire services in accordance with the recommended standards of the NFPA regarding the increased development and population growth within the City.

An Evaluation Committee, comprised of members from the LAFD's Fire Prevention and Public Safety Bureau, reviewed and scored the two eligible proposals that were submitted in response to the RFP based on the criteria below. The maximum number of points to be given was one hundred (100) points.

EVALUATION CRITERIA	MAXIMUM POINTS
EXPERIENCE AND QUALIFICATIONS	30
PAST PERFORMANCES	30
QUALITY OF WORK PLAN	25
PROPOSED RATES/FEES	15
TOTAL	100

The evaluation scores of the two proposers are as follows:

PROPOSER	EVALUATION SCORE
Economic and Planning Systems, Inc.	93
Matrix Consulting Group	89

The Evaluation Committee determined that Economic and Planning Systems, Inc. (EPS) is highly qualified to provide the Fire Service Nexus Feasibility Study.

EPS has completed five (5) projects for the City of Los Angeles in the last five (5) years regarding financial and economic studies of various programs. They have completed several impact fee studies within the last five (5) years for other governments, including the City of Burbank and the City of Long Beach. The EPS staff has relevant education and experience (e.g., Urban Planning and Public Policy) to conduct an impact fee study.

EPS understands that although fees should be set to cover the costs of necessary fire service-related improvements required to support new development, consideration should also be given to how the fees relate to those in surrounding jurisdictions and whether the magnitude of the calculated fees may discourage desired development. The fees should be developed to ensure they are successfully implemented while also being sensitive to their effects on local market conditions and real estate dynamics.

EPS provided a detailed work plan, including a schedule that anticipates completion of the work within seven to nine months.

The City Attorney has reviewed and approved the Agreement as to legal form.

FISCAL IMPACT

Funding for this Agreement is available in the FY 2024-25 Contractual Services Account 003040, Line Item 14, Nexus Feasibility Study for Fire Facilities.

Board Report prepared by Nathan Sweet, Captain II, and Kimberly Perry, Senior Management Analyst I, Fire Prevention and Public Safety Bureau

Attachment

AGREEMENT NO. _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

ECONOMIC AND PLANNING SYSTEMS, INC.

FOR

FIRE SERVICES NEXUS FEASIBILITY STUDY

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AGREEMENT NO. _____

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
ECONOMIC AND PLANNING SYSTEMS, INC.
FOR
FIRE SERVICES NEXUS FEASIBILITY STUDY**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Fire Department ("Department" or "LAFD"), and Economic and Planning Systems, Inc., a California corporation ("Contractor") (collectively, the "Parties," or individually, a "Party"), with reference to the following:

WHEREAS, the LAFD serves a population of approximately four million residents and covers a service area of nearly 500 square miles; and

WHEREAS, the LAFD is a full spectrum life safety agency, providing fire suppression, emergency medical, fire code enforcement and technical rescue services to the City; and

WHEREAS, the City currently has 106 fire stations with 55 of the stations over 50 years old, and in need of major infrastructure improvements; and

WHEREAS, as the infrastructure of the City's fire stations continue to age, many of those stations are reaching capacity and operate at staffing levels that are significantly below the levels recommended by the National Fire Protection Association; and

WHEREAS, in order to ascertain if new development and any resultant population growth will cause an increase in the services provided by the LAFD, a Fire Services Nexus Feasibility Study is required in order to determine whether the construction of new fire stations and/or the renovation of existing fire stations is needed in order to mitigate any increased impact on the City's fire service infrastructure; and

WHEREAS, the City performed its Charter Section 1022 evaluation and determined that the City does not have classifications with the appropriate experience to provide the required services and the full scope of duties required for the Fire Services Nexus Feasibility Study; and

WHEREAS, on October 30, 2024, the LAFD issued a Request for Proposals ("RFP") seeking proposals from qualified professional consultants to conduct a nexus feasibility study in order to assess if there is a relationship between new development and

population growth within the City and an increased demand for fire services that is currently provided by the LAFD; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the LAFD has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested in that it received the highest score out of the two proposals that were received and evaluated; and

WHEREAS, the Contractor is a land economics consulting firm who has extensive experience with the regulatory environment governing the development and implementation of impact fee programs, and has completed a number of development impact fee nexus studies for other government entities; and

WHEREAS, the City wishes to enter into this Agreement with the Contractor for a Fire Service Nexus Feasibility Study.

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

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement

1.1.1. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 N. Main Street, 18th Floor, Los Angeles, CA, 90012

1.1.2. Contractor – Economic and Planning Systems, Inc., 800 Wilshire Blvd, Suite 410, Los Angeles, CA 90017

1.2. Representatives of the Parties and Service of Notices

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

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

Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, CA, 90012

With a copy to:

Kimberly Perry, Senior Management Analyst I

Fire Prevention Bureau
Los Angeles Fire Department
200 N. Main Street, Room 1770
Los Angeles, CA 90012
(213) 978-3570
Email: Kimberly.Perry@lacity.org

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

Julie Cooper, Principal
Economic and Planning Systems, Inc.
800 Wilshire Blvd, Suite 410
Los Angeles, CA 90017
Phone: (213) 489-3838
Email: jcooper@epsys.com

- 1.3. Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- 1.4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be provided as described in this Agreement, within five (5) business days of said change. As used in this section, "business days" shall refer to the days the City is open to the public for business.

2.0 TERM OF THE AGREEMENT

- 2.1 The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and shall terminate one (1) year from that date, unless otherwise terminated by the City as provided for in this Agreement.
- 2.2 The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for up to two (2) additional one-year periods, utilizing the amendment process described in Section PSC-5, Amendment, of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A. Any amendment to extend the term of this Agreement is contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.
- 2.3 Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

3.1. Scope of Work

3.1.1. The Contractor shall work with the LAFD to conduct a Fire Services Nexus Feasibility Study pursuant to the Tasks proposed by the Contractor in their proposal and articulated in detail in the Scope of Work, attached hereto and incorporated herein as Attachment B. The Tasks shall include:

- 3.1.1.1. Task 1: Project Initiation and Existing Document Review
- 3.1.1.2. Task 2: Demographic and Land Use Analysis and Forecast
- 3.1.1.3. Task 3: Improvement List and Cost Estimates
- 3.1.1.4. Task 4: Cost Allocation
- 3.1.1.5. Task 5: Fire Development Impact Fee Calculation
- 3.1.1.6. Task 6: Fire Fee Comparisons
- 3.1.1.7. Task 7: Implementation and Administration Recommendations
- 3.1.1.8. Task 8: Reports and Public Hearings

3.2. Work Schedule

3.2.1. The Contractor shall perform the Tasks as outlined in Attachment B pursuant to the timeline as described in the Work Schedule, attached hereto and incorporated herein as Attachment C. Changes to the Work Schedule shall be dependent upon the completion of the Tasks and shall be revised accordingly.

4.0 COMPENSATION AND METHOD OF PAYMENT

4.1. Compensation

4.1.1. The Contractor shall perform the services and provide the deliverables as stated in the Scope of Work, within nine (9) months of execution of this Agreement and for an amount not to exceed Seventy Thousand Seven Hundred Forty Dollars (\$70,740) as described in the Fee Schedule, attached hereto and incorporated herein as Attachment D. Any amendments to extend the term and increase the compensation are contingent on the availability of funds.

4.1.2. The hourly fees approved under this Agreement are as follows:

Julie Cooper (Principal-in-Charge/Project Manager) - \$310.00 per hour
Chinmay Damle (Project Analyst) - \$250.00 per hour
Teifion Rice-Evans (Senior Advisor) - \$350.00 per hour

- 4.1.3. The City shall make every reasonable effort to make payment timely upon receipt of approved invoices. The City shall not be liable for nor pay Late Fees assessed by the Contractor.
- 4.1.4. The City shall pay only for completed work. The City shall not be liable for nor pay any amount in advance of completed work.
- 4.1.5. The City shall not provide any additional compensation for any of the Contractor's costs associated with the performance of this Agreement.
- 4.1.6. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds shall be expended.
- 4.1.7. Notwithstanding any other provision in 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 payment as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractors 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, purchase's 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.

4.2. Method of Payment

4.2.1. Invoices

The Contractor shall submit monthly invoices to:

Kimberly Perry, Senior Management Analyst I
Fire Prevention Bureau
Los Angeles Fire Department
200 North Main Street, Room 1770
Los Angeles, California 90012
Email: Kimberly.Perry@lacity.org

The invoice shall contain the following:

- a. Name and address of Contractor;
- b. Name and address of the Fire Department;
- c. Date of the invoice and period covered;

- d. Reference to the contract number;
- e. Description of the completed task, the name of the individual performing that task and number of hours incurred by that individual for that task, and the amount due for the task;
- f. Payment terms, total due, and due date;
- g. Certification by the Contractor;
- h. Discounts and terms (if applicable), and
- i. Remittance address (if different from billing address).

4.2.2. The City shall make payment to the Contractor for the services performed after receipt and approval of the invoices by the City's Representative or designee. The City shall not unreasonably withhold approval of invoices. In the event any invoice is not approved, the City's Representative or designee shall immediately send a notice to the Contractor setting forth therein the reason(s) said invoice was not approved. Upon receipt of such notice, the Contractor may re-invoice the City for the accepted portion of the invoice or cure the defect identified in the City Representative's notice. The City shall pay the revised invoice as soon as practical after its submission. If the City's Representative or designee contests all or a portion of the invoice, the City's Representative or designee and the Contractor shall use their best efforts to resolve the disputed portion or portions of the invoice.

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

5.0 DATA MANAGEMENT, SECURITY, AND PRIVACY

5.1. 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.

5.2. Data Protection in General

The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

- 5.2.1. Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, destruction, or theft of City Data. Contractor shall protect City Data using no less than the security means and technology necessary to meet the standard of care relevant to the data at issue. Such security measures shall also 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.
- 5.2.2. Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption 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. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.
- 5.2.3. At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by Section 3 of this Agreement or by the City in writing.
- 5.2.4. Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks

5.3. Development and Access

Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors 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 may permit its personnel and subcontractors to access City Data remotely from locations within the continental United States of America only as required to provide contracted services. Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express written approval.

5.3.1. Access Limitations

Contractor shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to:

- 5.3.1.1. Prevent anyone other than City, authorized Contractor personnel, and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, or gaining access to City Data;
- 5.3.1.2. Protect copies of City Data from loss, corruption, or unauthorized alteration; and
- 5.3.1.3. Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City and Contractor personnel.

5.3.2. Security Best Practices

Contractor shall implement the following security best practices with respect to City Data and to any service provided:

- 5.3.2.1. **Least Privilege**
Contractor shall authorize access only to an employee or subcontractor for only the minimum amount of resources required for that function.
- 5.3.2.2. **Separation of Duties**
Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

5.3.2.3. Role-Based Security

Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

5.3.3. Credential Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the contracted services or performing obligations under this Agreement. Contractor shall require personnel and subcontractors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls shall 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 shall implement any City request to revoke or modify user access within twenty-four hours or the next business day of receipt of City's request. Contractor shall disable user accounts after at most 10 consecutive invalid authentication attempts.

5.3.4. Physical and Environmental Security

Contractor facilities that process City Data shall provide a physically secure environment from unauthorized access, damage, and interference.

5.4. System Administration and Network Security

5.4.1. Operational Controls

Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

5.4.2. Antivirus

Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection shall be updated continuously, and software patches provided by vendors shall be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

5.4.3. Vulnerability Management and Patching

Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

5.4.4. Network Controls

Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

5.4.5. Logging and Monitoring

Unless prohibited by applicable law, Contractor shall, and shall require subcontractors to, continuously monitor its networks and personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

5.4.6. Changes in Service.

Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

5.5. Policies, Assessments, and Audits

5.5.1. Policies

Contractor shall, and shall require subcontractors to, 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 personnel 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) days of City's request, Contractor shall make available for review by the City Contractor's Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

5.5.2. Vulnerability and Risk Assessments

At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor's applications that process City Data, such testing shall also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

Contractor recognizes and agrees that work performed under this agreement may be subject to City's vulnerability disclosure program. Contractor shall work with City in good faith to mitigate any vulnerabilities discovered as part of any City vulnerability disclosure program. Contractor shall perform such mitigation within the timeline required pursuant to the vulnerability disclosure program and at no additional cost to City. Contractor shall further hold harmless any security researcher identified by City that alerts City to vulnerabilities in accordance with the process and requirements of City's vulnerability disclosure program.

5.5.3. Right of Audits by City/Security Review Rights

City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel and subcontractors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor's data

privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.

5.6. Data Backup and Emergency Recovery

Contractor shall employ a multilayered approach to backups and disaster recovery, including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure, including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than semi-annually. Contractor shall maintain and comply with a reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (collectively, a "Disaster"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan shall include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

5.7. Data Return and Destruction

- 5.7.1. At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City data. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery shall be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Contractor and Contractor's employees and contractors are precluded from accessing such information in the ordinary course of business prior to destruction.
- 5.7.2. Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

- 5.7.3. Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within 45 days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

5.8. Data Breach

Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight hours of Contractor's discovery or reasonable belief of any unauthorized access, loss, transmission, alteration, or destruction of City Data (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, ransomware attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

5.9. Confidentiality

5.9.1. City's Confidential Information

For purposes of this Section 5.9, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

5.9.2. Protection of Confidential Information

Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the contracted services. Contractor shall limit access to Confidential Information to Contractor personnel and subcontractors that are previously disclosed to City and, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At LAFD's request or upon termination or expiration of this Agreement, the Contractor shall return to LAFD any Deliverables not provided to the City and Contractor shall destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor shall, upon request, certify to City its compliance with this sentence.

5.9.3. Exceptions

The confidentiality obligations set forth in Section 5.9 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LAFD in writing of such required disclosure, cooperates with LAFD if LAFD seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

5.10. Compliance with Privacy Laws

Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could

be, or are, employed in performance of this Agreement become inconsistent with or fail to 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 show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other Party in order for Contractor to process the City Data as contemplated by this Agreement.

6.0 REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

6.1 Compliance with Law

The services that the Contractor provides pursuant to this Agreement shall comply with all applicable laws, including without limitation federal, state, and local.

6.2 Authority to Contract and No Pending Litigation

The Contractor 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.

6.3 Workmanlike Performance

All professional services shall be performed in a professional and workmanlike manner, according to at least prevalent industry standards, and performed by competent personnel.

7.0 NO THIRD-PARTY BENEFICIARIES

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

8.0 MISCELLANEOUS

8.1 Standard Provisions

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A.

8.2 Disclosure of Border Wall Contracting Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement

8.3 Publicity/Case Studies

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication. In no event may Contractor use any City marks in conjunction with a reference or case study.

8.4 Non-Exclusive Agreement

The City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAFD and that the City or the LAFD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

8.5 Order of Precedence

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows:

- 1) This Agreement between the City of Los Angeles and Contractor
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- 3) Attachment B – Scope of Work
- 4) Attachment C – Work Schedule
- 5) Attachment D – Fee Schedule

8.6 Entire Agreement

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or reference, constitutes the full and complete Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. Any changes to this Agreement shall be in a written amendment, signed by the duly authorized representatives of both Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. The Parties acknowledge that they have read and understand the Agreement and had an opportunity to consult with counsel of their choosing. Neither Party shall be deemed the drafter of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

8.7 Counterparts/Number of Pages

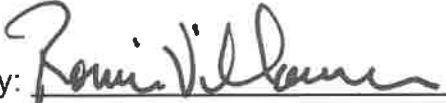
This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes eighteen (18) pages and four (4) Attachments.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES,
A Municipal Corporation**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: 
Ronnie R. Villanueva
Fire Chief

Date: 3/25/25

**ECONOMIC AND PLANNING
SYSTEMS, INC., A California
Corporation**

By: _____
Jason Moody
Managing Principal
EPS President

Date: _____

**APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney**

By: _____
James Gomes
Managing Director
EPS Chief Financial Officer

By: _____
Stephanie Cao
Deputy City Attorney

Date: _____

**ATTEST:
PETTY F. SANTOS, Interim City Clerk**

By: _____
Deputy City Clerk

Date: _____

*Approved signature methods for California corporations:

A. Two signatures: One of the Chairman of the Board of Directors, President, or Vice President, and one of the Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

Or

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

City Agreement Number: _____

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])

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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

STANDARD PROVISIONS

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Economic and Planning Systems, Inc.Date: 02/28/2025Agreement/Reference: Nexus Feasibility Study RFP

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

Limits

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

 WC Statutory
 EL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

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

Discovery Period _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Submitted to Lauren Nakasuji at LAFD, February 28, 2025

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

****If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: cao.insurance.bonds@lacity.org)**

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

ATTACHMENT B

SCOPE OF WORK

ATTACHMENT B

SCOPE OF WORK

The following Scope of Work describes the work Economic and Planning Systems, Inc. ("EPS") shall undertake to study, develop, and support the adoption of a fire facilities impact fee for the City of Los Angeles.

Task 1: Project Initiation and Existing Document Review

As an initial step, EPS will participate in a project kick-off meeting with LAFD staff to identify key issues, establish roles, and refine the schedule (as shown in Attachment C – Work Schedule), as appropriate. A key part of this meeting will be to determine information on the LAFD's existing facilities, including vehicles, apparatus, and equipment, and on future needs and related costs. EPS will also review the fee calculation methodology with the LAFD team and discuss key factors informing the calculations, such as determining land use categories subject to the fee.

As part of this initiation task, EPS will request, assemble, organize, and review available background data, including:

- Demographic projections.
- Policies related to fire service standards and related fire facilities.
- Fire equipment inventory.
- Any recent LAFD studies, Master Plans or other improvement lists that may be relevant.

Task 2: Demographic and Land Use Analysis and Forecast

EPS will develop land use assumptions and growth projections for residential and nonresidential uses that will be used to forecast future facility needs, allocate costs between residential and nonresidential development, and support the fee calculation. EPS will define the operative land use assumptions, such as population and employment densities, to be used in evaluating existing and future demand for fire vehicles, apparatus, equipment, and other facilities. The extent of and potential for remodels and other types of improvements to contribute to net new demand for fire facilities will also be identified. Key information to be developed based on review of the City's land use program will include:

- Existing population, households, and employment.
- Existing housing units by type and inventory of nonresidential development.
- Projected population and worker growth.
- Expected future housing and nonresidential development.
- Persons per households and employees per square foot.
- Other demographic or development factors (such as building heights) that may affect relative demands for fire equipment.

Task 3: Improvement List and Cost Estimates

Following the initial discussion in **Task 1**, EPS will correspond with the appropriate LAFD staff to discuss the fire service needs of new development, and the vehicle, equipment,

apparatus, and other facilities required to serve those needs. It is assumed that LAFD staff will be able to provide cost information for vehicles, apparatus, major equipment, and facilities that will be needed. If such cost information is not available, EPS may engage a subconsultant to provide these estimates, subject to an additional budget request. At the completion of this task, EPS will develop a capital facilities list that will support the potential fee estimation.

Task 4: Cost Allocation

In this task, EPS will develop the fire fee allocation methodology and cost allocation factors. The methodology will be based on the nexus requirements of AB1600 and on standard methods of allocating costs for fire facilities. Working with the LAFD, EPS will evaluate the best methodology to establish the nexus between required fire facilities and new growth that will benefit from such facilities. Potential methods include:

- CIP-based method.
- Existing level-of-service method.
- Buildout level-of-service method (i.e., system plan method).

The ultimate determination will be based on several factors, including recent State legislation, availability of data, and availability of other funding for desired fire facility improvements.

Using the cost information derived in **Task 3** and the allocation methodology determined above, EPS will calculate the portion of the total costs that will be attributable to future development. Specifically, EPS will review each project on the capital facilities list to determine whether the entire cost or a reasonable portion thereof can be fairly allocated to new growth. The costs for projects that clearly serve both existing and new development will be allocated based on the proportion of the demand generated by each. As required by the Mitigation Fee Act, EPS will ensure that facility needs and costs associated with existing deficiencies in service levels are not included in the proposed costs.

Task 5: Fire Development Impact Fee Calculation

EPS will perform the computations necessary to allocate the fire facility costs to new growth by land use category. This will be accomplished by determining the appropriate nexus logic as defined in the Mitigation Fee Act and associated proportionate allocation of the cost of different improvement categories to the fee program (new development's share). Allocation will be based on the relative contribution of each land use type to the demand for the related improvement cost category. This allocation may be informed by data on the number of service calls from various types of establishments, if available. The calculation will also identify any existing funding sources that will be netted out from the cost attributed to new development.

Based on these calculations, EPS will develop a draft fee schedule with the maximum fee levels by land use for LAFD's review.

Task 6: Fire Fee Comparisons

EPS will collect information on public safety fees charged by up to four (4) of the City's peer jurisdictions to provide a point of comparison for the fees calculated in **Task 5**. This will allow LAFD staff and City policymakers to understand the cost of the new fee relative to

other jurisdictions. EPS will work with the LAFD staff to identify the comparable jurisdictions, and will conduct a survey of their fee programs, to be presented in a matrix-based comparison.

Task 7: Implementation and Administration Recommendations

Typical EPS nexus studies include a detailed chapter on fee program implementation. The implementation section is a critical component of the report that documents important implementation actions, including:

- Fee collection procedures.
- Annual fee adjustments.
- Periodic fee updates.
- Fee credit and reimbursement procedures (if applicable).

The implementation procedures included in the Nexus Study will guide City administration of the fire development impact fee and will be customized to address LAFD's policy goals and needs.

Task 8: Reports and Public Hearings

EPS will prepare an Administrative Draft Fire Development Impact Fee Nexus Report that documents the findings, recommendations, assumptions and methodology, and required nexus for the desired impact fees. The report will reflect the analysis, provide maximum fee recommendations, and document key assumptions, technical nexus approach, and implementation considerations. The Administrative Draft will be provided to LAFD staff for review and one round of comments.

Following the internal review, EPS will prepare a Public Draft Nexus Report for public review and comment. EPS can work with LAFD to review any public comments and consider how to incorporate them into the analysis and report. Based on feedback on the Public Draft, EPS will prepare a Final Nexus Report for City adoption.

The Fee Schedule (as shown in Attachment D – Fee Schedule) assumes in-person EPS participation in up to four (4) public hearings to present the findings and recommendations of the analysis and report. This includes presentations to the Fire Chief and executive command staff, the Board of Fire Commissioners, the City Council, and one additional City Council committee, as requested. Additional meeting participation per LAFD request can be accommodated pursuant to a scope and budget amendment.

ATTACHMENT C

WORK SCHEDULE

ATTACHMENT C

WORK SCHEDULE

Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Task 1 - Project Initiation and Document Review	M								
Task 2 - Demographic and Land Use Analysis and Forecast									
Task 3 - Improvement List and Cost Estimates									
Task 4 - Cost Allocation									
Task 5 - Fire Development Impact Fee Calculation									
Task 6 - Fee Comparison (OPTIONAL)									
Task 7 - Implementation and Recommendations									
Task 8 -Reports and Public Meetings [1]							D	D P	F P P

[1] Includes participation in up to four (4) public meetings.

KEY:	Ongoing Work
M	Meeting
P	Public Hearing
D	Draft / Interim Deliverable
F	Final Deliverable

ATTACHMENT D

FEE SCHEDULE

ATTACHMENT D

FEE SCHEDULE	Economic & Planning Systems Staff			Hours by Task	Cost by Task
	Principal-in-Charge	Senior Advisor	Analyst		
2025 Billing Rates	\$310	\$350	\$250		
Task 1 - Project Initiation and Document Review	6	2	6	14	\$4,060
Task 2 - Demographic and Land Use Analysis and Forecast	10	2	14	26	\$7,300
Task 3 - Improvement List and Cost Estimates	14	4	20	38	\$10,740
Task 4 - Cost Allocation	10	4	12	26	\$7,500
Task 5 - Fire Development Impact Fee Calculation	16	4	20	40	\$11,360
Task 6 - Fee Comparison	4	0	16	20	\$5,240
Task 7 - Implementation and Recommendations	6	2	10	18	\$5,060
Task 8 - Reports and Public Meetings [1]	28	8	32	68	\$19,480
TOTAL ESTIMATED PROJECT HOURS	94	26	130	250	
TOTAL ESTIMATED PROJECT BUDGET					\$70,740

[1] Includes participation in up to four (4) public meetings.