

August 15, 2017

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

August 1, 2017

BOARD OF FIRE COMMISSIONERS
FILE NO. 17-095

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST SUPPLEMENTAL AGREEMENT TO AGREEMENT C-124405
BETWEEN THE LAFD AND ACQUIA, INC.

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 Withdrawn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

In 2014, the Citywide Information Technology Policy Committee conducted a study on web content management systems and concluded with the recommendation to replace the City's Stellent system with an open source platform known as Drupal (City Council File 14-0487). Drupal technology would allow the City to centrally manage and host 25 or more websites and satisfy the Municipal Access Policy Board's LA CityView 35 Strategic Plan.

Based on this information, on May 15, 2014, the City's Information Technology Agency executed Agreement (C-123920) with Acquia, Inc. to migrate three City websites to the new Drupal platform and provide training, on-going hosting and support services for a term of three years with seven one year options to renew.

Shortly thereafter, on August 13, 2014, the Los Angeles Fire Department (LAFD) executed Agreement (C-124405) with Acquia, Inc. to convert and update the LAFD's internal and external websites to Acquia's Cloud Enterprise platform and environment for the same three year term with seven additional one year options to renew.

The implementation of the new www.LAFD.org on the Acquia web hosted environment is complete. The process took over two years to design, develop and implement the new site. Security updates and site monitoring will continue as part of the regular maintenance activities performed by Acquia.

At this time, the LAFD desires to execute the first option to renew Agreement (C-124405) with Acquia, Inc. for web hosting and support services and extend the term one year from August 13, 2017 through August 12, 2018.

RECOMMENDATIONS

That the Board:

1. Approve the First Supplemental Agreement to Agreement (C-124405) between the City of Los Angeles and Acquia, Inc. for a term commencing on August 13, 2017 and expiring on August 12, 2018 with the option to extend annually for an additional six years.
2. Authorize the Fire Chief to exercise the options to extend the term of the Agreement and adjust compensation up to a maximum of 5% per year and execute the related Amendments for up to six additional one year terms.
3. Transmit Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

The Los Angeles Fire Department anticipates expending \$64,230 and has identified funds in Contractual Services Account 003040 to cover expenses related to this Agreement.

Board report prepared by Kurt Sato, Director of Systems, Management Information Systems, Information Technology Bureau and Alicia Katano, Management Assistant, Administrative Services Bureau.

Attachments

FIRST SUPPLEMENTAL AGREEMENT TO AGREEMENT C-124405

BETWEEN

THE CITY OF LOS ANGELES (LAFD)

AND

ACQUIA, INC.

THIS FIRST SUPPLEMENTAL AGREEMENT to Agreement C-124405 between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Acquia, Inc., a Delaware corporation (hereinafter referred to as "CONTRACTOR or Contractor"), is entered into with reference to the following:

WHEREAS, in 2014, the Citywide Information Technology Policy Committee (City Council File 14-0487) conducted a study of web content management systems and concluded with the recommendation to replace the City's current Stellent system with an open source solution or Drupal technology; and

WHEREAS, published research and a competitive RFP process conducted by the Bay Area Rapid Transit indicated the CONTRACTOR was the largest and only commercial entity with a dedicated focus on Drupal and possessed the expertise, knowledge, and personnel to convert City websites to a Drupal platform; and

WHEREAS, the City desired to have the City's critical websites externally-hosted; and

WHEREAS, on May 15, 2014 the Information Technology Agency (ITA) entered into Agreement C-123920 with the CONTRACTOR to convert Citywide websites for a term of three years with the option to extend the agreement annually for an additional seven years, for a total of ten years; and

WHEREAS, on August 13, 2014, the Los Angeles Fire Department (LAFD) entered into Agreement C-124405 with the CONTRACTOR to update and host the LAFD's internal and external website with the Drupal Web Content Management software for a term of three years with the option to extend the agreement annually for an additional seven years, for a total of ten years; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, it was determined that CITY employees did not possess the necessary expertise to perform the work; and

WHEREAS, the services of the CONTRACTOR are of an expert and technical nature and are temporary and occasional in character and a competitive bid pursuant to Charter §371 is not required nor practical; and

WHEREAS, the CONTRACTOR possesses the expertise, knowledge, and sufficient personnel to perform the technical functions as detailed in the Scope of Services, it is not in the CITY's best interest to conduct a competitive process under Charter §372 for reasons provided above; and

WHEREAS, Agreement C-124405 expires on August 12, 2017 and the LAFD continues to require the services provided by the CONTRACTOR and both Parties agree to extend the agreement; and

NOW, THEREFORE, in consideration of the premises, representations, covenants and agreements set forth herein, the Parties represent, covenant and agree as follows:

1. Agreement C-124405 effective August 13, 2014, is incorporated herein by this reference as though fully set forth herein. Unless otherwise modified by this First Supplemental Agreement the terms and conditions of Agreement C-124405 continue to be in full force and effect under this First Supplemental Agreement.
2. **Section 2, PARTIES TO THE CONTRACT AND REPRESENTATIVES, Paragraph 2.1.2** is hereby modified to read:

CONTRACTOR: Acquia, Inc., a Delaware corporation, having its principle office at 53 State Street 10th Floor, Boston, MA 02109

3. **Section 2, PARTIES TO THE CONTRACT AND REPRESENTATIVES, Paragraph 2.2** is hereby modified to read:

The CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this CONTRACT:

Name: Tom Cochran
Title: Vice President, Public Sector
Address: 53 State Street 10th Floor, Boston, MA 02109
Telephone: (888)922-7842
E-Mail: Tom.Cockran@acquia.com

A copy of all legal notices and demand shall also be sent to:

Acquia Inc.
Attn: General Counsel
53 State Street 10th Floor
Boston, MA 02109

4. **Section 3, TERM OF AGREEMENT**, is hereby modified to add the following:

The term of this First Supplemental Agreement shall begin on August 13, 2017, and

shall expire on August 12, 2018, unless earlier terminated by the parties. The LAFD Fire Chief or designee and CONTRACTOR may mutually agree to extend the term and adjust compensation of this Agreement annually, via written amendment for a total of six (6) additional years, so long as funds have been allocated for this purpose and there is no change in scope of service. The cumulative term under the original Agreement and this Supplemental Agreement shall not exceed ten years.

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

5. **Section 4.1, COMPENSATION AND METHOD OF PAYMENT**, is hereby modified to add the following:

Under this First Supplemental Agreement the City's total obligation shall not exceed \$64,230 (Sixty-Four Thousand Two Hundred and Thirty Dollars) during the period beginning on August 13, 2017 and ending on August 12, 2018 per Appendix B.1 Order Form for Acquia Cloud Enterprise Subscription with Support, attached hereto and incorporated herein. The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that the CONTRACTOR's employees will be utilized.

If the term of this Agreement is extended pursuant to Section 3 Term of Agreement above, the compensation rates for renewal terms will not increase by more than the greater of CPI or five percent (5%) over the ACV. Annual adjustments to compensation shall be reflected in new appendices.

6. **Section 17, STANDARD PROVISIONS**, is hereby added to include:

As of the effective date of this First Supplemental Agreement, provisions PSC-27 – Non-Discrimination, PSC-28 – Equal Employment Practices and PSC-29 – Affirmative Action Program of Appendix A - Standard Provisions for City Contracts (Rev. 3/09), are hereby amended in their entirety and are superseded by the related provisions as set forth below.

PSC-27. NON-DISCRIMINATION

Notwithstanding any other provision of any ordinance of the City to the contrary, every Agreement which is let, awarded or entered into with or on behalf of the City, shall contain by insertion therein a provision obligating the Contractor in the performance of such Agreement not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All

Contractors who enter into such Agreements with the City shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Every non-construction and construction Agreement with, or on behalf of, the City for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such Agreement:

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Agreements. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of City Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such a determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the Agreement compliance program.
- I. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on an Agreement that is subject to Section 10.40 et. seq. of the Los Angeles Administrative Code, the Contractor shall agree to

adhere to the Equal Employment Practices specified herein during the performance or conduct of City Agreements.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
 - 1. hiring practices;
 - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. training and promotional opportunities; and
 - 4. reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of Los Angeles Administrative Code. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Every non-construction and construction Contract with, or on behalf of, the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Agreement:

- A. During the performance of a City Agreement, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of

new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Agreements and, upon request, to provide evidence that it has or will comply therewith.
 - E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Agreement. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
 - F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Agreement, there may be deducted from the amount payable to the Contractor by the City under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Agreement.
 - H. Notwithstanding any other provisions of a City Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
 - I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City Agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this Agreement compliance program.
 - J. Nothing contained in City Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - K. By affixing its signature to an Agreement that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Agreement. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.
4. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications;
 - (ii) Notifying minority, women and other community organizations of employment opportunities;

- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
 - (vi) Validating all job specifications, selection requirements, tests, etc.;
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker; and
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action

Program for all its operations and Agreements. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Agreements.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date;

(ii) To whom those efforts were directed;

(iii) The responses received, from whom and when;

(iv) What other steps were taken or will be taken to comply and when; and

(v) Why the Contractor has been or will be unable to comply.

5. Every Agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any Agreement subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Agreements.
- O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.
7. **Section 18, MUNICIPAL LOBBYING ORDINANCE**, is hereby added to the Agreement to read:
- CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if CONTRACTOR qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 is attached to this Agreement as Appendix D. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment
8. **Section 19, IRAN CONTRACTING ACT OF 2010**, is hereby added to the Agreement to read:

The California Public Contract Code Sections 2200-2208, requires that contractors entering into, or renewing contracts with the City of Los Angeles 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." Because this Agreement does not meet the \$1,000,000 threshold, the Iran Contracting Act does not apply and the Compliance Affidavit is not required. However, should the contract ever be amended such that the \$1,000,000 threshold is met, CONTRACTOR will be required to comply with the Iran Contracting Act, and will be required to submit the Compliance Affidavit.

9. Except as herein modified by this First Supplemental Agreement, all other terms and conditions of Agreement C-124405 shall remain unchanged.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

ACQUIA, INC., a Delaware Corporation

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____
Joseph Bulens
Vice President of Finance

DATE: _____

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____
Michael Cayer
General Counsel

By: _____
Marcia Gonzales-Kimbrough
Deputy City Attorney

DATE: _____

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: _____

City Agreement Number: C-124405-1

Council File Number: N/A Fire Commission Board Report Number: _____

City Business Tax Registration Certificate Number: 0002747321-0001-9

Internal Revenue Service Taxpayers I.D. Number: 260493001

APPENDIX B.1

2017-18 Order Form for Acquia Cloud Enterprise Subscription with Support



53 State Street, 10th Floor
Boston, MA 02109

Appendix B.1

ORDER

Customer Information

Customer Legal Name	City of Los Angeles Fire Department	Billing Address	200 North Main St. Room 1680 Los Angeles, California 90012 United States
Accounts Payable Contact	KURT SATO	Contact Name	KURT SATO
Accounts Payable Contact Phone	2139786300	Contact Phone	2139786300
Accounts Payable Contact Email	kurt.sato@lacity.org	Contact Email	kurt.sato@lacity.org

Term: The services on this Order will commence on the Start Date indicated below, and if no date indicated, then on the Effective Date, as defined below. Add-on products and services must end co-terminous with the originating Order unless otherwise indicated by the End Date indicated below. Add-on products and services shall renew in accordance with the terms as set forth in the originating Order.

Proration: Acquia will prorate fees as applicable.

Invoicing Terms: Customer will be invoiced in advance at the frequency and the invoicing terms set forth below for the amounts outlined below for the Subscription. Fees for Professional Services, if any, shall be billed upon completion. One-time fees, if any, shall be billed in advance.

Initial Term # of Months	12	Invoicing Terms	Annual In Advance
Start Date	8/12/2017		
End Date	8/11/2018		

1st Period

Product Name	Product Description	Quantity	Total Price	Start	End	Annual Contract Value
AC Cluster Gen2 Medium	HA web & database (2 AC Instance m3.large: 6.5 ACU, 7.5 GB); Shared load balancer; Dedicated dev/staging (1 c3.large: 7 ACU; 3.75 GB)	1.00	USD 6,470.00	8/12/2017	8/11/2018	USD 6,470.00
Acquia Cloud Enterprise: Premium - S7N	Annual subscription for Acquia Cloud Enterprise and Insight Tools; 1 code base; Premium RA; 24x7 Support Coverage; 1 Hour Critical Support Response Time; 2 Hour High Priority Support Response Time; 12 Advisory Hours; 10M Search queries; 250k Search docs; Acquia Academy	1.00	USD 55,000.00	8/12/2017	8/11/2018	USD 66,130.00
Acquia Cloud Enterprise - HA Database Magnetic Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA DB storage for resiliency, snapshots, monitoring and alerting	1.00	USD 1,380.00	8/12/2017	8/11/2018	USD 1,380.00
Acquia Cloud Enterprise - HA File	Highly-available storage and disaster recovery system for your Drupal assets, including HA File storage for resiliency,	1.00	USD	8/12/2017	8/11/2018	USD

OFFER VALID UNTIL:

September 8, 2017

Confidential



53 State Street, 10th Floor
Boston, MA 02109

ORDER

System Storage & Disaster Recovery (100 GB)	snapshots, monitoring and alerting	1,380.00	1,380.00
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Order Total

USD 64,230.00

This Order is entered into as of the date last signed below (the "Effective Date") between Acquia Inc. and the Customer listed above ("Customer"). If you have a valid, signed agreement with Acquia for the services herein then such agreement shall govern this Order; otherwise this Order incorporates and you hereby agree to be bound by and accept the Subscription and Services Agreement available at: <http://www.acquia.com/downloads/msa>.

The Documentation for all Acquia Products and Services including those ordered herein are set forth in the Product and Services Guide found at <https://docs.acquia.com/guide>.

Each of the parties has caused this Order to be executed on its behalf by its duly authorized representatives and agrees that an electronic signature constitutes a valid signature for such party.

ACQUIA

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Does Customer Issue Purchase Orders to vendors? _____

Please note that failure to promptly issue Purchase Order may cause delays in processing.

APPENDIX D

Municipal Lobbying Ordinance

CEC Form 50



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification

CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☐ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: _____

Signature: _____

Name: _____

Title: _____

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license".**

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.