

February 18, 2020

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

February 3, 2020

BOARD OF FIRE COMMISSIONERS  
FILE NO. 20-009

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: IN-KIND DONATION OF SOFTWARE LICENSES

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 Withdrawn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 Homeland Security Advisory Council (HSAC), a California non-profit public benefit corporation, is donating to the Los Angeles Fire Department (LAFD) licenses, training and technical support to use their software program SALUS – The Crisis Hub® (SALUS). SALUS is a crisis and event management platform, which utilizes technology to facilitate and support crisis and event management and strategies. It provides the Common Operating Picture used by the City departments and other agencies that comprise the Unified Homelessness Response Center (UHRC), of which LAFD is a partner agency.

The in-kind donation from HSAC is documented in the attached Memorandum of Understanding (MOU), which is acceptable to the Fire Department. The MOU has been reviewed by the City Attorney and approved as to legal form.

Submitted in accordance with Los Angeles Administrative Code, Article 12, Section 5.111.4, which requires that the receipt of donations to be utilized by the Fire Department and not exceeding \$5,000 in market value be submitted to the Board of Fire Commissioners for acceptance or rejection.

## RECOMMENDATIONS

That the Board:

1. Accept the in-kind donation valued at \$4, 000.00 of software licenses from Homeland Security Advisory Council to the Los Angeles Fire Department.
2. Authorize the Fire Chief to execute the attached MOU with the Homeland Security Advisory Council.

## CONCLUSION

The Los Angeles Fire Department benefits tremendously from gracious donations and acknowledges the Homeland Security Advisory Council for their generosity.

Board report prepared by David A. Perez, Battalion Chief, Planning Section

Attachment

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**HOMELAND SECURITY ADVISORY COUNCIL**  
**And**  
**THE CITY OF LOS ANGELES**  
**LOS ANGELES FIRE DEPARTMENT**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Los Angeles Fire Department ("LAFD"), and the Homeland Security Advisory Council ("HSAC"), a California non-profit public benefit corporation, acting by and through its President & CEO, concerning the use of SALUS – The Crisis Hub®.

**RECITALS**

WHEREAS, LAFD preserves life and property, promotes public safety and fosters economic growth through a commitment to prevention, preparedness, response and recovery for the City of Los Angeles;

WHEREAS, it is HSAC's mission to provide innovative technology, opportunities for engagement, capability building, and partnerships for the public, private, and civic sectors in the Los Angeles region. HSAC strives to catalyze a multi-jurisdictional and comprehensive approach to preparedness, security, and resiliency in the Los Angeles region;

WHEREAS, HSAC has developed SALUS – The Crisis Hub® (hereafter "SALUS"), a crisis and event management platform, which utilizes technology to facilitate and support crisis and event management and strategies;

WHEREAS, LAFD and HSAC desire to collaborate with each other in the use of SALUS for LAFD's technology activities.

NOW, THEREFORE, HSAC and City hereby agree and understand as follows:

**I. PURPOSE**

The purpose of this MOU is to establish the City's and the HSAC's roles and responsibilities pertaining to the customization, implementation, use, management, support, and evaluation of SALUS for LAFD.

Each Party to this MOU is a separate and independent entity. As such, each retains its own identity in providing service, and each is responsible for establishing its own policies and financing its own activities.

**II. REPRESENTATIVES**

A. The representatives who are authorized to administer the MOU and to whom formal notices, demands, requests and communications shall be given are as follows:

Los Angeles Fire Department	Contact: Battalion Chief David Perez
Address: 200 North Main Street, 16 <sup>th</sup> Floor	Phone: 213-949-4794
Los Angeles, CA 90012	E-Mail: David.Perez@lacity.org

HSA Council (dba Homeland Security Advisory Council)	Contact: Jim Featherstone, President & CEO
Address: 5670 Wilshire Boulevard, Suite 550	Phone: 310-984-3684
Los Angeles, CA 90036	E-Mail: jfeatherstone@hsacouncil.org

- B. All notices required or permitted by this MOU shall be in writing and may be delivered via email, in person, or may be sent by certified or registered mail, and notice shall be deemed sufficiently given if served in a manner specified in this paragraph.

### III. HSAC RESPONSIBILITIES

Subject to the terms of this MOU, HSAC shall provide LAFD license to access and use the SALUS platform along with reasonable customization, training and technical support services for the SALUS platform during normal business hours (collectively, the “Services”). Services includes the following:

- Custom-configured SALUS homepage
- Custom-configured SALUS Map Tool, Social Media Tool, Dashboard Tool and Briefing Tool as defined by LAFD and agreed to by HSAC, including the following additional items:
  - LAFD-specific data uploads (as a Map Service, Feature Service or static spreadsheet)
    - Data will be provided by LAFD in an Esri-compatible or Esri-convertible format.
    - Existing errors in the source data will not be corrected by HSAC as part of any data upload. Unless otherwise specified in this proposal, HSAC will not be responsible for cleansing data.
  - New incident/event assets and attributes as requested and defined by LAFD
    - Asset symbols will be provided by LAFD or by HSAC as determined on a case-by-case basis.
- SALUS off-the-shelf and custom-configured mobile reports (in Survey123) to be defined by LAFD and agreed to by HSAC
- Custom-configuration of Workforce and Collector mobile apps as defined by LAFD and agreed to by HSAC
- SALUS account information, including usernames, for all HSAC-issued licenses in addition to a set number of ArcGIS Online Credits. Credits allow the end user to complete sophisticated tasks related to data storage, analytics, demographics and lifestyle maps
  - HSAC recommends that LAFD utilize LAFD’s own ArcGIS Online accounts to access SALUS, which will facilitate information sharing and leverage LAFD’s GIS capabilities. HSAC will provide step-by-step guidance on credentialing users.

**Note:** General use of the off-the-shelf configuration of SALUS does not require credit usage. By request of LAFD, HSAC may also configure access to users utilizing LAFD’s own ArcGIS Online usernames and passwords granted through the City of Los Angeles Esri Enterprise Level Agreement. Where this occurs, the end user will utilize ArcGIS Online Credits provided by the City of Los Angeles.

- NC4 Alerts (by email and/or text) for SALUS users identified by LAFD
- User Guides
- Two training sessions for SALUS users
- A SALUS information session regarding the back-end configuration for the City’s GIS professional(s)
- Technical support services during normal business hours

HSAC may issue ArcGIS Online accounts (and credits) to LAFD for the express purpose of accessing SALUS. In this case, HSAC and LAFD will mutually agree upon the number of licenses to be issued (not to exceed fifteen).

HSAC will make efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors. However, HSAC does not warrant that the services will be uninterrupted or error free; nor does it guarantee the reliability, accuracy or accessibility of any data included within the service (which is generally sourced from third party providers and governmental sources).

#### IV. LAFD RESPONSIBILITIES

LAFD will work with HSAC as follows:

- LAFD will identify at minimum one user who will be granted administrative access to support LAFD's account with HSAC
- Provide reasonable feedback and evaluation to HSAC on the performance of various functionalities of SALUS and the Services from time to time.

No compensation, fees, or charges shall be due or payable by the City to HSAC for the Services or the use of the SALUS platform under this MOU.

#### V. DATA USE AND FEEDBACK

**"City Data"** means any and all data provided to HSAC by or on behalf of the City including, without limitation, any data received through any application programming interface ("**API**"); and any and all output, copies, reproductions, improvements, modifications, adaptations, derivations, aggregations, or translations thereof, even if such data was obtained by, transferred to, or reproduced, improved, modified, adapted, derived, or aggregated by HSAC prior to the effective date of this MOU.

Subject to the confidentiality and other terms of this MOU, LAFD grants HSAC a non-transferable, non-exclusive, terminable at-will, license to use, analyze, host, store, and process City Data, for the purpose of performing the Services for LAFD. HSAC shall not use, analyze, host, store, or process City Data for any other purpose. Nothing in this MOU shall prevent HSAC from improving the SALUS platform with City Data processed in the course of providing the Services, to the extent that no City Data is used, stored, or retained beyond the scope and term of this MOU.

Nothing in this MOU or in the parties' dealings arising out of or related to this MOU will restrict HSAC's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting LAFD or the individual providing such Feedback, except to the limited extent that Section VI (*Security and Confidentiality*) governs Feedback that constitutes LAFD's Confidential Information. Notwithstanding the provisions of Section VI (*Security and Confidentiality*), LAFD may not designate Feedback as its Confidential Information to the extent that such Feedback relates to HSAC's products or services. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying HSAC's products or services.)

LAFD will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, or algorithms relevant to the Services or any software related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by HSAC or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to LAFD for use on City premises or devices, HSAC hereby grants City (and its employees) a non-exclusive, non-transferable, non-sublicensable license to use such Software during the term of this MOU only in connection with the Services.

#### VI. SECURITY AND CONFIDENTIALITY

HSAC 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. HSAC shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard City systems to which HSAC has access, and to safeguard against unauthorized access, disclosure, or theft of City

Data. HSAC 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, and in any event, security measures no less stringent than the measures HSAC applies to its own personal or confidential data.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business or other information deemed confidential by the Disclosing Party (hereinafter referred to as “Confidential Information” of the Disclosing Party). Confidential Information of HSAC includes non-public information regarding features, functionality and performance of the Service. Confidential Information of LAFD includes, without limitation, non-public data that may be provided by LAFD to HSAC in connection with this MOU (“LAFD Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in connection with this MOU) or divulge to any third party any such Confidential Information. For clarity, in connection with this MOU, LAFD’s administrator will be able to set data sharing preferences for the use of LAFD Data, which may include making such LAFD Data available to third parties at LAFD’s sole election. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is, or has been, generally available to the public at the time of disclosure, or (b) was legally obtained or known by it prior to receipt from the Disclosing Party and such information is not deemed confidential by any third party and was obtained or known by the Receiving Party without violating any confidentiality restrictions placed on such information, or (c) was rightfully disclosed to it without restriction by a third party having the right to disclose such information, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

Subject to Section V (*Data Use and Feedback*) and Section VI (*Security and Confidentiality*), HSAC may collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning City Data and data derived therefrom), and HSAC will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other HSAC offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

## **VII. TERM AND TERMINATION**

The term of this MOU is three (3) years from the date of execution of this MOU (“Term”), subject to earlier termination as provided below.

Either the City or HSAC may terminate this MOU for any reason upon thirty (30) days’ written notice to the other party. Upon termination of this MOU, HSAC will make all LAFD Data available to LAFD for electronic retrieval for a period of thirty (30) days, but thereafter HSAC shall delete stored LAFD Data unless directed otherwise in writing by LAFD.

*[Signature Page to Follow]*

In witness whereof, the undersigned have executed this MOU through their duly authorized representatives on the days and dates set out below and commit to working together to achieve the stated objectives of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

HOMELAND SECURITY ADVISORY COUNCIL

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: James G. Featherstone  
Title: President and CEO

LOS ANGELES FIRE DEPARTMENT

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: Ralph M. Terrazas  
Title: Fire Chief