



RALPH M. TERRAZAS
FIRE CHIEF

April 7, 2020

BOARD OF FIRE COMMISSIONERS
FILE NO. 20-034

TO: Board of Fire Commissioners

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

SUBJECT: AGREEMENT WITH DECISIONS, LLC FOR PROFESSIONAL SERVICES

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 Withdrawn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 response to the COVID-19 pandemic the LAFD is faced with an immediate need to quickly create data collection forms and electronic workflows needed to track and disseminate emergency operations and response information in order to keep members safe and healthy and to better inform Department and City leadership and to serve the Department's internal and external customers and the general public. These needs vary from simple to complex forms and are changing daily, such as: daily temperature checks, reports and notifications of exposures, reports of members sent home with symptoms and forms needed to order and manage the flow of emergency supplies to fire stations. In the early days of the crisis LAFD members used readily available office tools such as spreadsheets, documents and online surveys to quickly track these requests. Now, as we enter our sixth week of what will likely be an extended period of time, the Department's needs continue to grow beyond the capability of these interim tools making data collection and accurate reporting increasingly more difficult to manage.

In 2019, the LAFD purchased a workflow and business rules management software system from Decisions LLC, an industry-leading provider of this type of software. Decisions software will be used as part of the Department's development of several replacement systems such as Network Staffing System (NSS) and the Assignment Tracking and Reporting System (ATRS). The Decisions software also happens to be an ideal platform to meet many of these recent COVID-19 related requests for quickly developing forms for data collection, workflows and reporting. However, because the Decisions software is still very new to the LAFD, the Department lacks the technical expertise to use the Decisions tool to quickly develop them.

This emergency contract is to hire specialized personnel directly from Decisions who are knowledgeable in the operation of the Decisions software to augment regular LAFD staff and greatly accelerate the development and deployment of these critical data collection and management tools and to assist in meeting the rapidly changing requirements for such systems. The Decisions developers will work closely with LAFD developers and

other team members to meet these immediate needs as well as provide essential training so that the LAFD will be able to meet these needs without assistance in the future.

Whereas, the services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Chart Section 371 is neither practicable nor advantageous;

Pursuant to the direction of the Mayor's Office and City Attorney this contract was processed through the Emergency Operations Center (EOC) and has been reviewed and approved by both the CAO and Mayor's Office.

The contract term is for three (3) years. Maximum compensation for the term is not to exceed \$75,000.

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

RECOMMENDATION

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Decisions, LLC to provide professional development services for a three (3) month term, commencing upon the date of execution by the City Clerk, and ending three (3) months from that date, for a maximum compensation not to exceed \$75,000.

FISCAL IMPACT

Funding for this Agreement is available from Fund: 100, Appropriation Account:003040.

Board report prepared by Scott Porter, Chief Information Officer, Information Technology Bureau.

Attachment

CONTRACT NUMBER _____

BETWEEN

THE CITY OF LOS ANGELES

AND

DECISIONS, LLC.

FOR

TEMPORARY SYSTEMS PROGRAMMER CONTRACTORS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION.....	3
1.1. AUTHORIZED REPRESENTATIVES	3
1.2. INDEPENDENT CONTRACTOR	4
1.3. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT	4
SECTION 2. TERM AND SERVICES TO BE PROVIDED.....	4
2.1. PERIOD OF PERFORMANCE	4
2.2. SCOPE OF WORK.....	4
2.3. CONTRACTOR PERSONNEL	5
2.4. WORK NOT IN SCOPE	7
SECTION 3. DELIVERABLES, PAYMENT TERMS, AND INVOICING	7
3.1. COST OF WORK	7
3.2. PAYMENT	7
SECTION 4. CITY AND CONTRACTOR RESPONSIBILITIES.....	10
4.1. RESPONSIBILITIES OF THE CITY.....	10
4.2. RESPONSIBILITIES OF CONTRACTOR	10
SECTION 5. CONFIDENTIALITY.....	12
SECTION 6. CONTRACT PROVISIONS AND CERTIFICATIONS	12
6.1. CITY'S STANDARD PROVISIONS FOR CITY CONTRACTS	12
6.2. INSURANCE REQUIREMENTS	12
6.3. CARE AND CUSTODY	12
6.4. SUBCONTRACTING	13
6.5. AMENDMENTS/MODIFICATIONS/CHANGE ORDERS	13
6.6. GENERAL MANGER'S DECISION IS BINDING	13
6.7. NON-EXCLUSIVE AGREEMENT	13
6.8. CONFLICT OF INTEREST	13
6.9. GRATUITIES.....	14
6.10. ATTACHMENTS/ORDER OF PRECEDENCE	14
6.11. ENTIRE AGREEMENT	14

ATTACHMENTS

Attachment 1 – Standard Provisions for City Contracts (Rev. 10/17) [V.3]

Attachment 2 – Insurance Requirements

**CONTRACT BETWEEN
THE CITY OF LOS ANGELES
AND
DECISIONS, LLC**

FOR TEMPORARY SYSTEMS PROGRAMMER CONTRACTORS

This contract ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles City Fire Department (hereinafter referred to as "Department" or "LAFD"), and Decisions, LLC (hereinafter referred to as "Contractor"), for the services described herein.

WITNESSETH

Whereas, certain emergency response, and recovery work that stems from an emergency or catastrophic incident, such as a pandemic, may be beyond the capabilities of the City's workforce and may also require acquisition of goods and/or services on an emergency basis;

Whereas, on March 4, 2020, the Mayor of the City of Los Angeles ("Mayor") declared a local emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.21 et seq., ("Declaration of Local Emergency");

Whereas, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency;

Whereas, pursuant to LAAC Section 8.29, the Mayor is the Director of the Emergency Operations Organization and pursuant to LAAC Section 8.30, may obtain vital supplies and property and may requisition personnel and material as is needed for the protection of the people, and bind the City for the fair value thereof; and

Whereas, on March 3, 2020, the Governor of the State of California ("Governor") declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code;

Whereas, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19;

Whereas, on March 13, 2020 the President of the United States ("POTUS") declared the COVID-19 pandemic an emergency ("US COVID-19 Emergency Declaration") pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 ("Stafford Act") thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency;

Whereas, on March 17, 2020 the City Council unanimously resolved that the competitive bidding restrictions in Charter Section 371 and LAAC 10.15 be suspended for contracts entered

into by City Departments in response to the local emergency and mitigation efforts related to the COVID-19 pandemic;

Whereas, COVID-19 poses a unique health and public safety concern and City has need of a contract with Contractor to facilitate the acquisition of various services and goods as needed as part of City's response to the introduction of COVID-19 among the people of the City of Los Angeles; and

Whereas, LAFD is responsible for maintenance and development of certain automated systems to create, track, and disseminate emergency operations and response information related to the recent COVID-19 pandemic in order to keep members safe and healthy and to better inform Department and City leadership and to serve the Department's internal and external customers and the general public;

Whereas, the use of specialized contract personnel knowledgeable in the operation of the Decisions information technology systems platform to augment regular LAFD staff could greatly accelerate the development and deployment of critical data collection and management information systems and assist in meeting the rapidly changing requirements for such systems;

Whereas, the services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Chart Section 371 is neither practicable nor advantageous;

Whereas, Contractor possesses the necessary experience, knowledge, skill, and personnel and is willing and able to provide these services to the City.

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereby promise, covenant and agree as follows:

CONTINUED ON NEXT PAGE

SECTION 1. INTRODUCTION

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

1.1. AUTHORIZED REPRESENTATIVES

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be affected by personal delivery or by United States mail, and shall be deemed communicated as of the date of mailing. 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 given, in accord with this section, within five (5) business days of said change.

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:

1.1.1. CITY'S REPRESENTATIVES

The City hereby appoints Ralph M. Terrazas, Fire Chief or his designee, to represent the City on all matters related to this Contract.

All correspondence regarding this agreement shall be directed to:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 N. Main St., City Hall East Room 1800
Los Angeles, CA 90012

With copies to:

Scott B. Porter, Chief Information Officer
Los Angeles City Fire Department
200 North Main St., City Hall East Room 1600
Los Angeles, CA 90012

1.1.2. CONTRACTOR'S REPRESENTATIVES

The Contractor's representative shall be:

Gordon Jones, Chief Operating Officer
238 Battlefield Blvd. S
Chesapeake, VA 23322

1.2. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. 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 the City.

1.3. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

Contractor shall submit the following documents to the City:

- A. Proof of insurance as required by the City in accordance with Section 6.2 of this Agreement and attached hereto as Attachment 2 and made a part hereof.

SECTION 2. TERM AND SERVICES TO BE PROVIDED

2.1. PERIOD OF PERFORMANCE

This term of this Contract shall be for a period of three (3) months effective the date that the last of all signatories has signed the Contract ("Effective Date"), unless terminated earlier as set forth in PSC-9, Termination, Standard Provisions (Rev. 10/17)[V.3] of this Contract.

Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs of the LAFD, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

2.2. SCOPE OF WORK

2.2.1. Scope of Work

Contractor will provide the City one (1) full-time (35 hours per week) Project Developer and one (1) part-time (approximately 2 – 10 hours per week) Project Lead at the rates described in Section 3.1.2 below.

Contractor Project Developer and Project Lead will perform various software configuration and development tasks using the Decisions.com solution software located on-premise at LAFD site, related to certain specific LAFD workflows as described and prioritized by the LAFD.

2.2.2. Project Start Date

The project is estimated to start on or after April 6th, 2020.

2.2.3. Equipment, Tools and Supplies

City and Contractor shall provide all reasonable access to resources needed to fulfill the obligations of this statement of work.

2.2.4. Work Location

All work will be done remotely by Contractor from Contractor work locations.

2.3. **CONTRACTOR PERSONNEL**

2.3.1. Contractor Key Personnel

Contractor Key Personnel positions are considered to be essential to work performance herein. In addition to the Contractor's Project Manager, any additional Key Personnel positions shall be identified in the Scope of Work.

Contractor assignment of an employee to a position designated as Key Personnel shall be subject to prior written approval of the City. Contractor shall provide LAFD with the resume and credentials in support of LAFD's review of the proposed candidate. The City's designated representative(s) shall have the right to review the qualifications and perform an interview of Key Personnel prior to their assignment under this Contract. Key Personnel so identified shall not be diverted or removed from this project by the Contractor without approval of the City. If the City does not approve the candidate suggested by Contractor, Contractor shall propose a qualified alternate(s) who shall be subject to the same approval process.

Contractor shall provide a description of the location, position within the Contractor's project organizational hierarchy, and special expertise of each person identified to fill Key Personnel positions. Contractor shall make every reasonable effort to ensure that all Contractor's personnel who perform any work for LAFD under this Contract are qualified, trained professionals in their fields and are able to perform the work to the City's satisfaction. Contractor project staff shall be available to perform under the terms and conditions of this Contract upon execution of this Contract, and through the end of the term of the Contract.

2.3.2. Contractor's Project Manager

On or before the start date for the Project, as mutually agreed upon between LAFD and Contractor, Contractor shall designate in writing and communicate to LAFD, an individual as its Project Manager ("Contractor Project Manager"), who shall serve as the single authoritative point of contact for the Contractor during the course of its activities pursuant to the Contract. The Contractor Project Manager shall be experienced in providing the services described in this Contract and in project management. The Contractor Project Manager shall be required to be available to LAFD in person or via phone within two (2) working hours.

The Contractor Project Manager shall have authority to: negotiate all Change Requests in accordance with Section 6.5, make reasonable project staff re-assignments, and make all communications to LAFD and its designated Project Manager as required to maintain efficient progress on the Project. Nothing herein, however, shall be construed as precluding communication between subordinate persons for the purpose of consultation and cooperation, provided

that no subordinates shall have actual or ostensible authority to authorize Change Orders, except as expressly provided in this Agreement.

2.3.3. Contractor's Project Staff Termination

In the event that Contractor's project staff are terminated either by the Contractor or the individual, with or without cause, or if individual project staff are otherwise unavailable to perform services for the Contractor, Contractor shall provide LAFD written notification detailing the circumstances of the unavailability of the project staff and designate replacement personnel. Written notification shall be provided to LAFD prior to the date of termination or unavailability, to the maximum extent feasible, but no later than three (3) business days after Contractor learns of the expected unavailability or termination of project staff.

2.3.4. Contractor's Project Staff Unavailability

The Contractor recognizes and agrees that early notification of project staff unavailability is essential to avoiding delays in completing the services established in this Contract.

2.3.5. Contractor's Project Staff Removal

The City shall maintain the right to have Contractor Key Personnel or other Contractor project staff removed or replaced for performance that is detrimental to the timely and accurate completion of the work described in this Contract or is a physical threat to project members or City property ("Detrimental Behavior"). Detrimental Behavior shall include, but not be limited to, creating a hostile work environment, wasting time or other resources, working ineffectively or inefficiently, and not being available to perform assigned tasks. The City shall request in writing to the Contractor to remove and/or replace staff within ten (10) business days of the notice and Contractor must comply with City's request. If the actions constitute a serious threat to the Contract, breach of confidentiality, or physical or intellectual harm, the Contractor staff shall be removed immediately upon notice by the City without further discussion.

If the Contractor desires to replace Key Personnel, the Contractor shall deliver to the City ten (10) business days advance written notice of the proposed replacement. In the event it becomes necessary to replace Key Personnel for reasons beyond the control of Contractor (i.e. death, illness, individual suddenly left the employ, etc.), the Contractor shall immediately notify the City telephonically, in-person or by email that a replacement will be needed and then follow that notice within ten (10) business days with a written notice of proposed replacement.

Whatever the reason for replacing project staff, the Contractor shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced. All replacements of Key Personnel shall be subject to City's review and approval.

2.4. WORK NOT IN SCOPE

- 2.4.1. Contractor shall not perform any work unless the work is within the scope of this Contract. Contractor acknowledges and agrees that City neither has, nor will have, any liability to Contractor for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of a statement of work or work order issued pursuant to this Contract.
- 2.4.2. Contractor shall immediately notify the designated LAFD Contract Administrator in writing of any work that is requested to be performed that is outside the scope of work described in Section 2.2.1 above, or any subsequently awarded Task Order Solicitation. If it is determined that the request is outside the scope of this Contract, Contractor shall not perform the requested work unless and until: (i) LAFD'S designated contract administrator approves the request in writing and authorizes the use of any additional funds, if necessary, for the work; and (ii) a Contract amendment or revised Task Order Solicitation providing for an adjustment in Contractor's compensation and revision of the terms of the scope of work is approved by both parties.

SECTION 3. DELIVERABLES, PAYMENT TERMS, AND INVOICING

3.1. COST OF WORK

- 3.1.1. The City's total obligation under this Contract may not exceed Seventy-Five Thousand Dollars (\$75,000) for the complete and satisfactory performance of the services stipulated herein. Contractor shall not charge the City an amount that will exceed the total obligation under this Contract. Any increase in the total obligation under this Contract must be approved by a written amendment to the Contract. The Contractor understands and agrees that execution of this Contract does not guarantee that Contractor's personnel will be utilized or that any or all funds will be expended.
- 3.1.2. The specific hourly rate to be charged for Contractor's personnel shall be as follows and no payment shall be made for any incidental expenses, including but not limited to parking, travel, food, etc.:

Line	Description	Payment Due
1	Full Time Project Developer – Per Month (35 hrs/wk)	\$17,500.00
2	Project Lead – per hour	\$188.00

3.2. PAYMENT

- 3.2.1. Invoices
- 3.2.1.1. In no event will payment be made prior to the City verifying and approving that: 1) the services were received; 2) the work was approved; 3) a proper invoice has been submitted; and, 4) insurance requirements have been met.

- 3.2.1.2. Contractor shall submit all invoices to the City for payment at the following address:

Los Angeles City Fire Department
Attention: Scott B. Porter, CIO
200 N. Main St., City Hall East, Room 1600
Los Angeles, CA 90012

- 3.2.1.3. Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City Department being billed;
- Date of the invoice and the period covered;
- Reference to the Contract number and Task Order Solicitation number for the invoiced services;
- Description of the services performed and the amount due for the services;
- Name(s) of all Contractor's personnel performing the services for the City, the number of hours worked for each person, and the hourly rate for each person;
- Copy of written approval from LAFD authorizing on-site work to be performed;
- Payment terms, total due, and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different than Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, attendance sign-in rosters, or photographs, shall be attached to all invoices.

- 3.2.1.4. Invoices shall be submitted within thirty (30) calendar days of service, or monthly, and shall be payable to Contractor no later than sixty (60) calendar days after acknowledged receipt of an acceptable invoice. Invoices are considered acceptable when appropriate documentation or services provided are signed off as satisfactory by the General Manager, or designee. Notwithstanding the foregoing, in no event shall City be responsible for, and Contractor expressly waives the right to seek, any late charges, interest, or penalties.
- 3.2.1.5. If the invoice is not received and approved by the General Manager or designee, the City may withhold all payments referred to in the Agreement until the invoice is received and approved. Prior to withholding any payments pursuant to this paragraph, General

Manager or designee shall give notice of intention to withhold the payment(s) and notice of disapproval and the reason(s) therefore.

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

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 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.

3.2.2. Written Approval Required

Before services are provided for LAFD, Contractor must first receive written approval to proceed by LAFD ("Written Approval"). The Written Approval must include a detailed Task Order Agreement defining the scope of services, duration of engagement, and the budget for the project. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from LAFD is obtained pursuant to Section 6.5.

3.2.3. Monthly Expenditure Reports

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

3.2.4. Limitation of LAFD'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 the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide

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

SECTION 4. CITY AND CONTRACTOR RESPONSIBILITIES

4.1. RESPONSIBILITIES OF THE CITY

The General Manager of LAFD, or his designee, shall represent the City on all matters pertaining to this Contract.

The City, at its discretion and through LAFD, may provide the following services, facilities and arrangements to Contractor:

- Supervision and guidance to Contractor personnel relative to the work product required by LAFD pursuant to this Contract.
- Office space, desks, chairs and working materials.
- Related support services required for the performance of services under this Contract.

Parking will not be provided.

4.2. RESPONSIBILITIES OF CONTRACTOR

4.2.1. Personnel

LAFD will only permit the use of subcontractors who are under W-4 employment status with Contractor. Contractor shall be solely responsible to pay all Contractor employee wages and benefits, and subcontractor fees. Without any additional expense to LAFD, Contractor shall comply with the requirements of liability, worker's compensation, employment insurance and social security. In addition to any obligations of Contractor to defend or indemnify City as set forth in this Agreement, including PSC-0 of Attachment 1, Standard Provisions for City Contracts (Rev. 10/17) [V.3]., Contractor shall defend and hold City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personal and personnel practices.

Contractor's personnel who provide services under this Contract shall be subject to LAFD approval as to qualifications and suitability for performance of the services described herein. Contractor understands that LAFD will request Contractor's services according to LAFD requirements and that such services may be required on a full or part-time basis.

4.2.2. Documentation

Contractor shall be required to maintain all project records. For the purpose of audit and investigation, LAFD, or any of its duly authorized representatives, shall have access to all Contractor's original books, documents, papers, and records that pertain to the contract, and must be retained by Contractor within

Southern California or with LAFD Contract Administrator for at least three (3) years following final payment under the Contract. All Contractor invoices and related records are subject to audit by the City. All project records prepared by Contractor shall be owned by the City and shall be made available to the City at no charge.

4.2.3. Monitoring and Reporting

Contractor shall meet with LAFD staff as needed, as determined by LAFD, to discuss issues that may arise with regard to the contracted work and will work closely with LAFD staff to resolve these issues.

4.2.4. Compliance with Privacy Laws

Contractor shall be responsible for ensuring that performance of its obligations and exercise of its rights under this Contract comply with all applicable privacy laws. If this Contract or any practices which could be, or are, employed in performance of this Contract are inconsistent with or do not satisfy the requirements of any privacy laws, (i) the Contractor shall agree in good faith upon an appropriate amendment to this Contract to comply with such laws and regulations and (ii) the Contractor shall execute and deliver any documents required to comply with such privacy laws.

4.2.5. Representations and Warranties

4.2.5.1. Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Contract 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 Contract.

4.2.5.2. Contractor warrants that the work 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.

4.2.5.3. Contractor shall maintain all professional licenses and/or certifications throughout the duration of this contract if such professional license and/or certification are required to perform a particular task project.

4.2.5.4. Contractor shall assign to the City to the fullest extent permitted by law, and shall otherwise insure that the benefits of any applicable license, warranty, indemnity or service/maintenance agreement offered by any manufacturer of any software module and/or component or any other product or service provided hereunder shall fully extend to and be enjoyed by the City.

4.2.5.5. All professional services will be performed in a professional and

workmanlike manner, according to at least minimum industry standards, and performed by competent personnel.

SECTION 5. CONFIDENTIALITY

Contractor understands that all original material, whether written or readable by machine, including software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of the City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the City's representative. This section shall remain in effect after the termination of this Contract until such time as the confidential information has been released by the City.

SECTION 6. CONTRACT PROVISIONS AND CERTIFICATIONS

6.1. CITY'S STANDARD PROVISIONS FOR CITY CONTRACTS

The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[V.3] which are attached as Attachment 1 and incorporated into this Contract as though fully stated herein.

6.2. INSURANCE REQUIREMENTS

The Contractor shall maintain the required insurance with the identified limits with insurance requirements which are attached hereto this Contract and as required in the Standard Provisions for City Contracts (Rev. 10/17)[V.3] for the entirety of the Contract. Contractor shall submit proof of the required insurance coverage prior to any specific job/task being awarded.

Electronic submission is the required method of submitting the Contractor's insurance documents. The Contractor shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance (Attachment 2).

6.3. CARE AND CUSTODY

The Contractor accepts full responsibility for the security against loss or damage to the materials and equipment involved in the processes related to this Contract while in their possession or the possession of any of their agents. Contractor shall reimburse the City for any loss or damage to City materials or equipment in their agents care or custody.

6.4. SUBCONTRACTING

- 6.4.1. All subcontractors proposed to perform services in accordance with this Contract shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
- 6.4.2. All subcontractors shall be recognized as such, shall be considered agents of the Contractor, and the Contractor shall be held responsible for their Work.
- 6.4.3. All subcontractors or Contractors performing subcontractor type Work (i.e., Air Conditioning System) shall perform such Work at competitive prices. The Department may require that the Contractor submit proof that the subcontractor type Work or subcontractors performing Work for the City is performed at competitive prices based on the lowest bids.

6.5. AMENDMENTS/MODIFICATIONS/CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written amendment signed and approved by all necessary parties and signatories. If Contractor performs any modification without an approved amendment, the City shall not be obligated to pay for or accept said modification.

No Change Orders shall lead to a change in the quality and quantity of work product/deliverable, the deterioration of materials, or an increase in the Contract price ceiling. Change Orders may not alter the established deliverables without explicit written agreement by the City.

6.6. GENERAL MANGER'S DECISION IS BINDING

In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the Fire Chief shall be binding to both parties.

6.7. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. City may use any of the contractors with which City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Contract.

6.8. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The

cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time.

6.9. GRATUITIES

Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative, of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this representation of this warranty, City may terminate the Contract, either in whole or in part, and any loss or damage sustained by City in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies available to City under law or contract.

6.10. ATTACHMENTS/ORDER OF PRECEDENCE

All Attachments to which reference is made in this Contract are deemed incorporated in this Contract, whether or not actually attached. This Contract, and the Attachments hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be as follows:

1. The paragraphs in the body of this Contract;
2. Standard Provisions for City Contracts (Rev. 10/17) [V.3];
3. Any other attachment to the Contract, exclusive of the Standard Provisions for City Contracts.

6.11. ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between LAFD and the Contractor and supersedes all other agreements between parties pertaining to the subject matter thereof.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto each herewith subscribe a total of fifteen (15) pages with the same three (3) triplicate copies, and this Contract is executed by the City of Los Angeles, acting by and through the Fire Chief of the Los Angeles City Fire Department, and Decisions.

APPROVED AND AGREED TO:

FOR THE CITY OF LOS ANGELES

BY _____
RALPH M. TERRAZAS
Fire Chief
Los Angeles City Fire Department

Date

FOR DECISIONS, LLC

BY _____
GORDON JONES
CHIEF OPERATING OFFICER
DECISIONS, LLC

Date

(Corporate Seal)

APPROVED AS TO FORM:
Michael Feuer, City Attorney

ATTEST:

BY _____
SAMUEL PETTY
Deputy City Attorney

BY _____
HOLLY L. WOLCOTT
City Clerk

Date _____

Date _____

Contractor's Los Angeles Business Tax Registration Certificate No. _____

CONTRACT NO. _____