LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

April 15, 2020

BOARD OF FIRE COMMISSIONERS
FILE NO. 20-039

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. FOR ADVANCED
            DATA ANALYTICS PROFESSIONAL SERVICES

FINAL ACTION:	_____ Approved	_____ Approved w/Corrections	_____ Withdrawn
	_____ Denied	_____ Received & Filed	_____ Other

SUMMARY

The City of Los Angeles City Fire Department (LAFD), through the leadership of the Fire Chief, is increasingly metric driven, technologically sophisticated and community focused. Many of the strategic objectives as set by the Fire Chief in the Strategic Plan for 2018 - 2020 require the Department to utilize large amounts of data from a number of separate systems-of-record in order to produce highly accurate reports and timely analysis for operational insights.

Meeting these data analysis and reporting needs require the use of several different advanced tools and technologies including cloud data storage, real-time reporting and advanced analytics, data science and machine learning tools that are emerging in the industry and new to the LAFD. The LAFD, much like other large City departments, has made a significant investment in these technologies, particularly in the areas of data science, advanced analytics and storage, and in order to maintain and continue to leverage these investments so that they continue to meet current and future needs for this type of analytics additional advanced-level training and assistance from professional firms is required mostly due to the rapidly changing technical landscape and high-degree of technical expertise needed in order to complete these tasks and maintain proficiency.

The LAFD has determined that Insight Public Sector (Insight) can reliably and economically provide these services to the Department and quickly enhance our current capabilities. Using Insight, the Department will enhance its current capabilities and become less dependent on outside consultants and contractors for these types of more advanced analytics tasks in the future.

Pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of their purchasing contracts and professional, scientific, expert, or technical services contracts. In this case, the County of Fairfax, Virginia held a competitive process and entered into an agreement with Insight for similar data science and analytics services. The LAFD, in

consultation with the City Attorney's Office determined that it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Insight for the same scope of services at the same or better terms as those provided in the County of Fairfax, Virginia contract.

The contract term is for two (2) years. Maximum compensation for the two-year term is not to exceed $500,000.

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

RECOMMENDATIONS
That the Board:
1. Approve and authorize the Fire Chief to execute the Agreement with Insight Public Sector, Inc. to provide advanced data analytics professional services for a two-year term, commencing upon the date of execution by the City Clerk, and terminating two (2) years from that date, for a maximum compensation not to exceed $500,000.

2. Authorize the Fire Chief sole discretion to execute amendments regarding any modifications, additions, exclusions or extensions during the term of the Agreement, contingent on the availability of funds and the contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.

3. Transmit the Agreement to the Mayor in accordance with Executive Directive No. 3.

FISCAL IMPACT
Funding for this Agreement is available from the General Fund, Account 6020.

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

Attachment

AGREEMENT NO. _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

INSIGHT PUBLIC SECTOR, INC

FOR

ADVANCED DATA ANALYTICS PROFESSIONAL SERVICES

TABLE OF CONTENTS

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
INSIGHT PUBLIC SECTOR, INC

This Agreement (hereinafter referred to as "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 its Los Angeles Fire Department (hereinafter referred to as "Fire Department" or "LAFD"), and Insight Public Sector, Incorporated, an Illinois corporation (hereinafter referred to as "Contractor" or "Insight"), with reference to the following:

WHEREAS, the Los Angeles City Fire Department, through the leadership of the Fire Chief, is increasingly *metric driven, technologically sophisticated and community focused,* and many of the Fire Chief's strategic objectives described in the Fire Chief's Strategic Plan for 2018 - 2020 require the Department to utilize large amounts of data from a number of separate systems-of-record in order to produce highly accurate reports and timely analysis for operational insights; and

WHEREAS, meeting these data analysis and reporting needs require the use of several different advanced tools and technologies, including cloud data storage, real-time reporting and advanced analytics, data science and machine learning tools, that are emerging in the industry and new to the LAFD; and

WHEREAS, the LAFD, and the City as a whole, has made a significant investment in these data science technologies, particularly in the areas of large data science and storage, and in order to maintain and continue to leverage these investments to meet current and future needs for this type of reporting and analytics, additional advanced-level training for LAFD staff members is needed; and

WHEREAS, due to the rapidly changing technical landscape and high-degree of technical expertise required in order to complete these tasks, assistance from industry-professionals who are experts in this field is required; and

WHEREAS, the Contractor is a professional corporation with more than 10 years of experience designing, developing, delivering and supporting advanced data science training and other related professional services for other major corporations, cities and municipalities located throughout the United States; and

WHEREAS, pursuant to Charter Section 1022, the City has found that this service can be performed more economically or feasibly by an independent contractor than by City employees; and

WHEREAS, pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts; and

WHEREAS, the County of Fairfax, Virginia held a competitive process and entered into an agreement with Contractor for similar services; and

WHEREAS, it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Contractor for the same scope of services at the same or better terms as those provided in the County of Fairfax, Virginia contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement for a two (2) year term not to exceed $500,000, subject to the availability of funds.

NOW, THEREFORE, the City and the Contractor agree as follows:

1.0   SECTION 1: GENERAL INFORMATION

1.1   Project Overview
        The purpose of this project is to provide training and other professional services related to the LAFD's advanced data analytics initiatives.

1.2   In Scope Services
        The project scope includes those services and deliverables, described in detail in the attached statements of work, Attachments, A, B and C:

        • Attachment A: FireStat Analytics Platform Training
        • Attachment B: Azure Media Services MVP
        • Attachment C: Response Time Analytics Heat Map

1.3   Work Location
        Contractor shall ensure that Contractor's Key Personnel, including the Project Manager, are available to work on-site at LAFD facilities as needed in order to attend key meetings and/or participate in scheduled project events and/or milestones. Contractor's personnel will also work off-site at Contractor's office locations and participate remotely via teleconference and/or video conference.

1.4   Out of Scope Services
        Unless mutually agreed to by both parties by way of an amendment to this Agreement, any other services not specifically listed in this Agreement are considered out of scope. The City shall not be responsible to pay Contractor for any out of scope work not described in this Agreement, and not agreed to by the parties in writing via an amendment to this Agreement.

1.5   Work Not In Scope of Services
        Contractor shall immediately notify the City in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Contractor's Statement of Work, specified in Section 4. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation and the scope of work is approved and executed by both parties.

2.0   SECTION 2: REPRESENTATIVES OF THE PARTIES

2.1   Parties to the Agreement

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

        B. Contractor – Insight Public Sector, Inc., having its principal office at 6820 S. Harl Avenue, Tempe, AZ 85283

2.2   Representatives of the Parties

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

        A. The representative of the City shall be, unless otherwise stated in this Agreement:

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

                With copies to:
                Scott Porter, Chief Information Officer
                Los Angeles Fire Department
                200 N. Main St., Room 1660
                Los Angeles, CA 90012

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

                Gene Holmquist, Regional Director
                Insight Public Sector, Inc.
                6820 South Harl Avenue
                Tempe, AZ 85283

With copies to:
Legal Department
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

C. Communication Between Parties: Formal notices, demands, and communication required hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

3.0   SECTION 3: TERM OF AGREEMENT

3.1   Term
The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and will terminate two (2) years from that date, unless otherwise terminated by the City as provided for in this Agreement.

3.2   Amendments
This Agreement may only be amended in accordance with PSC-5, Amendments, of the Standard Provisions for City Contracts (Rev. 10/17)[v.3], Attachment D. Any amendments to extend the term of this Agreement are contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.

4.0   SECTION 4: SCOPE OF WORK

4.1   Contract Services
The Contractor shall perform the contract services and deliver the deliverables as described in the following attachments:
- **Attachment A**: FireStat Analytics Platform Training
- **Attachment B**: Azure Media Services MVP
- **Attachment C**: Response Time Analytics Heat Map

4.2   Contractor shall not commence performing any of the services or delivering the deliverables, as described in Attachments A, B, and C, until LAFD's Chief Technology Officer has issued a notice to proceed specifically instructing Contractor to commence the work of that Attachment A, B, or C. City shall

neither have an obligation to pay Contractor for, nor otherwise be liable to Contractor for, any work performed in the absence of such a notice to proceed.

4.3   Project Management
The Contractor shall provide a dedicated project manager who will act as the Contractor's single point of contact for all communications related to the day-to-day delivery of services. The Project Manager must be available to work on-site as-needed for key project tasks and meetings.

4.4   User Acceptance Testing
Contractor shall conduct adequate testing of all developed software, including integration, regression, readiness, and performance according to a process agreed to and articulated by City for each statement of work.

4.5   Project Team
The Contractor shall provide a team of professionals that possess the required skills and experience necessary to perform the required project tasks. The team size may vary from time to time based on the needs and priorities of the project.

4.6   Documentation
The Contractor shall create and deliver all required system documentation including, but not limited to, system diagrams, data dictionaries and system administration guides, end-user guides, and training materials.

4.7   Licensing
Contractor shall ensure that all system software is properly licensed at no additional cost to the City, including, but not limited to, any required third-party licenses. In the event that any additional software or software licenses beyond that which the City already has are required to complete work, the Contractor shall identify these within each statement of work and ensure that any required cost is clearly identified and included in the statement of work.

4.8   Source Code Management
Contractor shall use a source code version control system to manage all system source code. The Fire Department will work with the Contractor to establish a source code repository and provide the Contractor with access to the repository. Contractor shall ensure that City is provided full access and administrative rights to the source code repository, including the ability to review and audit any of the source code at any time. Contractor shall work with the City to provide all project source codes to the City's source code repository at the end of the engagement.

4.9   Technical Knowledge Transfer
The Contractor shall provide in-depth solution architecture and technical reviews at the end of each development sprint to review the system as-built to-date. The review will provide a detailed technical description and discussion of the overall solution architecture, including, but not limited to: solution diagrams that depict the overall solution architecture and environments; description and discussion of the system source

code, including development environment, tools and source code structure; description and discussion of the database tools, data structure and environments; description and discussion of third-party tools and integrations; and description and discussion of the infrastructure environment(s).

4.10   Additional Services
From time to time, additional services may be required that are not included within the scope of this Agreement. Any such services that may be needed in the future will be addressed with a separate scope of work, cost and schedule, and may be included in this Agreement only by amendment.

5.0   **SECTION 5**: DELIVERABLES, PAYMENT TERMS, AND INVOICING

5.1   Solution Costs.
The Contractor shall provide the services and solutions as described in the statements of work at the costs provided.

Line	Description	Payment Due
1	FireStat Analytics Platform Training	$122,949
2	Azure Media Services MVP	$59,351
3	Response Time Analytics Heat Map	$172,403
4	Travel (est. not to exceed)	$18,720
5	Contingency	$126,577
	Total	$500,000

5.2   Total Financial Obligation.
Notwithstanding anything in this Contract to the contrary, City's total obligation may not exceed a total amount of $500,000 for the three-year term of this Contract, for complete and satisfactory performance of the terms of this Contract.

5.3   Invoicing

Invoices submitted by the Contractor will be approved by the City upon satisfactory performance, delivery and acceptance by the Fire Department in accordance with the milestones and payment schedule described the attached statements of work.

The Contractor shall submit their invoices to:

Scott Porter, Chief Information Officer
Los Angeles Fire Department
200 North Main Street, Room 1660
Los Angeles, CA 90012

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

The invoice must contain the following:

      a. Name and address of company or firm;
      b. Name and address of the contracting department;
      c. Date of the invoice and period covered;
      d. Reference to contract number;
      e. Description of the completed task and amount due for the task;
      f. Copy of the invoices and payments to third parties, if any;
      g. Payment terms, total due, and due date;
      h. Certification by a duly authorized officer of the Contractor;
      i. Discounts and terms (if applicable);
      j. Remittance address (if different from company address); and
      k. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

All invoices must 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, or photograph, shall be attached to all invoices. Invoices must be submitted within 30 days of service, or monthly, and will be payable to Contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. In the event that City pays an invoice after the time specified within this provision, Contractor acknowledges that it will not be entitled to collect any late fees, charges, or interest.

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

Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Notwithstanding anything in Attachments A, B, or C to the contrary, City shall only pay Contractor for those travel costs incurred in accordance with the City Travel Policy, attached hereto and incorporated herein as Attachment F. Travel costs incurred by the Contractor will be reimbursed only in accordance with the terms of the City Travel Policy, Attachment F.

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 to approve demands before they are drawn on the Treasury.

6.0   SECTION 6: DATA, MANAGEMENT, SECURITY, AND PRIVACY

6.1   Data Ownership
As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement.

City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

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

6.2.1   Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, destruction, or theft of City Data. Contractor shall protect City Data using no less than the security means and technology necessary to meet the standard of care relevant to the data at issue. Such security measures shall also be in accordance with

recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information.

6.2.2   Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

6.2.3   At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by Section 3 of this Agreement or by the City in writing.

6.2.4   Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks.

6.3   Development and Access
Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely from locations within the continental United States of America only as required to provide contracted services. Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express written approval.

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

6.3.1.1   Prevent anyone other than City, authorized Contractor personnel, and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, or gaining access to City Data;

6.3.1.2   Protect copies of City Data from loss, corruption, or unauthorized alteration; and

6.3.1.3   Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City and Contractor personnel.

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

6.3.2.1   Least Privilege
Contractor shall authorize access only to an employee or subcontractor for only the minimum amount of resources required for that function.

6.3.2.2   Separation of Duties
Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

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

6.3.3   Credential Restrictions
Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the contracted services or performing obligations under this Agreement. Contractor shall require personnel and subcontractors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor shall implement any City request to revoke or modify user access within twenty-four hours or the next business day of receipt of City's request. Contractor shall disable user accounts after at most 10 consecutive invalid authentication attempts.

6.3.4   Physical and Environmental Security
Contractor facilities that process City Data must provide a physically secure environment from unauthorized access, damage, and interference.

6.4   System Administration and Network Security

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

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

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

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

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

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

6.5   Policies, Assessments, and Audits

6.5.1   Policies
Contractor shall, and shall require subcontractors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City's request, Contractor shall make available for review by the City Contractor's Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

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

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

6.5.3   Right of Audits by City/Security Review Rights
City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel and subcontractors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes

6.6   Data Backup and Emergency Recovery
       Contractor shall employ a multilayered approach to backups and disaster recovery,
       including the use of a primary data center and a backup data center. Contractor shall
       perform both local and remote backups of the complete server infrastructure, including
       server operating systems, applications, and data. Contractor shall perform Disaster
       Recovery Tests no less than semi-annually. Contractor shall maintain and comply with a
       reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating
       disruption to systems during and after an earthquake, hurricane, other natural disaster,
       war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster,
       including without limitation Force Majeure Events (as that term is used in PSC-6,
       Excusable Delays, of the Standard Provisions for City Contracts (Rev. 10/17)[v.3]
       (collectively, a "Disaster"); and (b) restoring Service functionality promptly after a
       Disaster. The DR Plan will include procedures no less protective than industry standard,
       and Contractor shall update the DR Plan as the industry standard changes.

6.7   Data Return and Destruction

6.7.1   At the conclusion of the Agreement and as instructed by City, Contractor shall (at its
         sole cost) return, delete, or destroy City Data then in its possession or under its control
         including, without limitation, originals, and copies of such City data. The following
         types of information are excluded from this requirement: (i) City Data that becomes a
         part of the public domain, including through court filings; and (ii) City Data that
         Contractor is required to maintain, by law, regulations, or by the terms of this
         Agreement, but only for the time period required. For the avoidance of doubt, anything
         that is stored on routine backup media solely for the purpose of disaster recovery will
         be subject to destruction in due course rather than immediate return or destruction
         pursuant to this paragraph, provided that Contractor and Contractor's employees and
         contractors are precluded from accessing such information in the ordinary course of
         business prior to destruction.

6.7.2   Contractor shall implement and utilize appropriate methods to ensure the destruction of
         City Data. Such methods shall be in accordance with recognized industry best practices
         and shall leave no data recoverable on Contractor's computers or other media.

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

6.8   Data Breach
       Contractor shall notify City in writing as soon as reasonably feasible, but in any event
       within forty-eight hours of Contractor's discovery or reasonable belief of any
       unauthorized access, loss, transmission, alteration, or destruction of City Data (a "Data
       Breach"), or of any event that compromises the integrity, confidentiality or availability of

City Data (a "Security Incident"), including, but not limited to, denial of service attack, ransomware attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

6.9   Confidentiality

6.9.1   City's Confidential Information
For purposes of this Section 6.9, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

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

6.9.3   Exceptions
The confidentiality obligations set forth in Section 6.9 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the

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public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LAFD in writing of such required disclosure, cooperates with LAFD if LAFD seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

6.10   Compliance with Privacy Laws
Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

7.0   SECTION 7: INTELLECTUAL PROPERTY RIGHTS

7.1   Assignment Agreement
Upon completion of deliverables and services under this Contract, Contractor shall, pursuant to Section PSC-21, Ownership and License, of the Standard Provisions for City Contracts (Revised 10/17 [v.3]), which document is attached to this Agreement as Attachment D and incorporated into this Agreement by reference as though fully set forth herein, execute at the City's request any additional agreements necessary (i) to assign to the City the intellectual property rights to the completed deliverables and other Work Products (as defined in PSC-21), or (ii) to otherwise perfect, memorialize, or record City ownership of intellectual property rights as provided in PSC-21 and in this Agreement.

7.2   Full Ownership by City
To the extent, if any, that this Agreement does not provide the City with full ownership, right, title, and interest in and to the Work Products, Contractor hereby grants the City a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of the Work Products, with the right to sublicense each and every such right. The Work Products shall include programming code developed by the Contractor, and the intellectual property rights of this code shall belong to the City.

7.3   Subcontractor Performance
Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

8.0   SECTION 8: REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

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

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

8.3   Intellectual Property Warranty
(i) The Contractor's performance under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity or proprietary information within the United States; and (ii) the Contractor is the owner of the intellectual property rights for the services provided pursuant to this Agreement and of each and every component thereof, or has a valid license for the services provided, as described in Subsection 8.3.1

8.3.1   Third Party Software
In the event the Contractor provides any third-party software ("Third-Party Software"), including Open Source Software, to the City in connection with this Agreement:

8.3.1.1   The Contractor has and will maintain the right to license and provide access to any Third-Party Software licensed to the City, or otherwise provided to the City under this Agreement;

8.3.1.2   The Third-Party Software does not, and the use of the Third-Party Software by the City as contemplated by this Agreement will not, infringe any intellectual property

rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity, and proprietary information, of any third party in any way;

8.3.1.3   The City is not obligated to pay any third party any fees, royalties, or other payments for the City's use of any Third-Party Software in accordance with the terms of this Agreement; and

8.3.1.4   To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software.

8.3.2   Definition of Open Source Software.
For purposes of this section, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (ii) any agreement with terms requiring any intellectual property owned or licensed by the City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

8.3.3   Third-Party and Open Source Software.
With regard to open-source software and any third-party software embedded system, all such software shall be considered, as appropriate, part of and included in the definition of "the System" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support.

8.4   Conformity to Specifications
The services and deliverables will perform materially as described in the statements of work for the later of (i) a period of thirty (30) days from City's determination that the services or deliverables are complete, or (ii) such other warranty period as may be indicated in any accepted SOW.

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

8.6   Disabling Code Warranty
No software or services to which the City is provided access and use by Contractor hereunder knowingly contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

8.7   Virus/Malicious Software Warranty
The Contractor has used its best efforts to scan for viruses within the Work Product, and no malicious viruses will be contained in such Work Product created by Contractor under this Agreement.

9.0   SECTION 9: BUSINESS ASSOCIATE AGREEMENT

The LAFD is a Covered Healthcare Entity within the City organization, and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and to ensure the security of documents containing Protected Health Information ("PHI"), the Contractor by entering into this Agreement with the LAFD agrees to abide by the Business Associate Agreement ("BAA"), attached hereto and incorporated herein as Attachment E.

10.0 SECTION 10: LIMITATION OF LIABILITY

10.1 Limitation of Liability
Neither party shall be liable hereunder for special, indirect, consequential, or incidental losses or damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from strict liability or otherwise, even if a party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable. The limitations to Contractor's liability in this Section 10.1 do not apply to: (a) Contractor's breach of Section 6.8 (Data Breach); Contractor's breach of Section 6.9 (Confidentiality); (c) Contractor's breach of the Business Associate Agreement; (d) insured claims; and (e) Contractor's obligations in Section 6.8 (Data Breach), PSC-18 (Indemnification), and PSC-19 (Intellectual Property Indemnification).

10.2 Liability Cap
Neither party's liability arising out of or relating to this Agreement shall exceed $1,500,000. The cap on Contractor's liability in this Section 10.2 does not apply to: (a) Contractor's breach of Section 6.8 (Data Breach); Contractor's breach of Section 6.9 (Confidentiality); (c) Contractor's breach of the Business Associate Agreement; (d) insured claims; and (e) Contractor's obligations in Section 6.8 (Data Breach), PSC-18 (Indemnification), and PSC-19 (Intellectual Property Indemnification).

11.0 SECTION 11: MISCELLANEOUS

11.1 Standard Provisions
Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto as Attachment D and incorporated by reference as though fully set forth herein.

11.2   Disclosure of Border Wall Contracting Ordinance
Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

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

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

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

1) This Agreement;
2) Attachments A, B and C – Statements of Work;
3) Attachment D – Standard Provisions for City Contracts (Rev. 10/17)[v.3];
4) Attachment E – Business Associate Agreement (HIPAA);
5) Attachment F – City Travel Policy

11.6   Entire Agreement
This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements ("Additional Contractor Software Terms") provided with any products, services, documentation, or software provided by Contractor to City hereunder shall be binding on the City, even if use of the foregoing requires an affirmative "acceptance" of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety.

11.7   Counterparts/Electronic Signatures
This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE FOLLOWS]

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

THE CITYOF LOS ANGELES   INSIGHT PUBLIC SECTOR, INC.

By: _____   By*: _____
    Ralph M. Terrazas   Name: _____
    Fire Chief   Title: _____

Date: _____   Date: _____

APPROVED AS TO FORM: By**: _____
MICHAEL N. FEUER, City Attorney
                                          Name: _____

                                          Title: _____

By: _____   Date: _____
    Samuel Wells Petty
    Deputy City Attorney
                                          ┌─────────────────────────────────┐
Date: _____   │ NOTE: If Contractor is a corporation, two │
                                          │ signatures are required.   │
                                          │   │
                                          │ * The signature of President, Chairman of the │
ATTEST: │ Board, or Vice President is required here; and │
HOLLY L. WOLCOTT, City Clerk   │ ** an additional signature of Secretary, Assistant │
                                          │ Secretary, Chief Financial Officer, or Assistant │
By: _____   │ Treasurer is also required for the Corporation. │
    Deputy City Clerk   └─────────────────────────────────┘

Date: _____

Agreement Number: _____

ATTACHMENT A

STATEMENT OF WORK

FIRESTAT ANALYTICS PLATFORM TRAINING

INSIGHT STATEMENT OF WORK

FIRESTAT ANALYTICS PLATFORM TRAINING

PREPARED FOR CITY OF LOS ANGELES

March 27, 2020

Statement of Work # 4786

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Background

The Los Angeles Fire Department is a full-spectrum life safety agency protecting more than 4 million people who live, work and play in America's second largest city. The Department relies on several data analytics and reporting tools, many of which have significant shortcomings.

LAFD first engaged Insight to build a flexible and responsive data analytics platform (e.g. LAFD Data Lake) where the FireStat team could dynamically interact with multiple sources of data. Insight's approach was to build a data analytics Minimum Viable Product (MVP) on Azure integrating data from CAD records through local integration runtime. The core CAD data was ingested from an on-premise Oracle database into Databricks through Azure Data Factory (ADF). In this initial project, Insight also created data learning models and visualizations and provided the ability rapidly evaluate available data.

The MVP has successfully proven that this data lake architecture can provide the LAFD with a much more flexible, responsive and sustainable platform for future data analytics, intelligence and real-time decision support for a variety of situations. The LAFD now seeks additional professional services and training so that the LAFD can continue to leverage and expand this platform into real-time dashboards, reports and other tools. These services are focused specifically on LAFD data and advancing LAFD's capabilities using these tools including: the migration from the current batch-based approach to a real-time streaming as well as the ingestion of new data sources (e.g. EMS electronic patient care report data) in a manner that will be implemented together with the LAFD as part of this training curriculum.

Our Approach

Insight is proposing a multi-faceted approach to skills acquisition and training that includes self-paced learning activities, on-site instructor led training and hands-on exercises, and custom training on converting exiting LAFD reports

March 27, 2020

<div align="center">

Statement of Work # 4786

FireStat Analytics Platform Training

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1. PARTIES

"Insight"	**"Client"**
Insight Public Sector, Inc.	City of Los Angeles
6820 S. Harl Avenue	200 North Spring Street
Tempe, AZ 85283	Los Angeles, CA 90012-4801
Attn: Kyle Clubb	Attn: Scott Porter

2. ENTIRE AGREEMENT

This Statement of Work ("Statement of Work" or "SOW") is entered into between Client and Insight, on behalf on itself and its Affiliates, and shall be effective as of the date last signed below ("Effective Date"). This SOW and the Services (as defined below) are contingent upon the execution of the Services Master Agreement (hereinafter, the "Agreement"). Neither party is obligated to meet any requirements under this SOW until the Services Master Agreement is executed by both parties.

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party. Any general description of the services or results thereof contained in any summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

Insight is pleased to perform the services described under this Scope of Services section ("Services") for the referenced project ("Project") pursuant to the terms and conditions of this SOW. The Project is comprised of 3 training modules. Services and Deliverables not expressly specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Request.

3.1.1.   Scope and Approach

Insight will perform the following Services:

Phase 1: Training Artifact Creation and Lab Environment Setup

- Setup of Azure DevOps Code Repo

- Confirm training schedule and logistics

- Setup Lab environment scripts

- Create training artifacts and runbook around the custom ETL framework to inform training in later phases

- Define data science problem space documentation and training requirements for later phases

- Review the EMS data source documentation to be provided by Client

- In this phase the Insight team will execute a number of preparations steps for the real-time CAD streaming implementation. These steps are listed below:

  o Create Infrastructure-as-code DevOps pipelines for the required Azure components (Event Hubs, required data lake directories etc..).

  o Work with the LAFD to identify and design the real-time CAD data ingestion approach.

  o Create skeleton Databricks streaming code (to be used as starter code in Phase II when the final version is implemented together with the LAFD).

  o Create tests and scripts to validate that all events are been ingested successfully.

  o Create operational instructions for the LAFD Ops team to switch from LAFD CAD batch model to CAD real-time streaming.

Phase 2: Azure Data Factory framework onsite instructor lead training (5 days Onsite)

- Review the Client Insight ETL framework:

  o This module will focus on the ETL framework that was created for the Client, how to extend the framework to other CAD data tables and the EMS Data source

  o Integrate the EMS data source in the daily ingestion flow

- Instruct how to monitor ADF execution pipelines, set up notifications, etc.

- Instruct how to set up linked services and configure run-times.

- Overview of ETL meta store and configurations for successful data flows.

Phase 3: Custom Data Bricks Fast Start (10 days Onsite)

This phase will include the following tasks:

- Databricks Environment Walkthrough

- Databricks Automation Toolset:

  o CLI

  o REST API 2.0

  o PowerShell

- Notebooks parameterization, notebooks as workflow wrappers

- DevOps integration

  o CI / CD with Databricks

  o Unit Test for iterative delivery

  o CI and Build

  o IaC Pipelines

- Delta Lake example implementation

- CAD streaming implementation:

  o Review integration and testing of the TIBCO through WebSocket implemented in Phase 1

  o Review, integration and testing of .Net EventHub publisher implemented in Phase 1

Phase 4: Production Reporting (5 days)

- Create production grade reports driven by new source loads LAFD with support from Insight (up to 40 hours)

- Integrate Data Bricks and Power BI for new report creation process

- Support Client staff on gaining reporting skills for future continuation and maintenance

- Produce a final LAFD Data Lake solution architecture diagram that documents the final solution architecture including the identification and description of componenet parts and data flows.

Floating Data Science Training and Collaboration (3 days Onsite)

- Collaborate - open hours for data science resource training and/or collaboration around Client problem space and solution

Training Deliverables

Deliverables presented after all phases are complete will include all, or a mix of the following depending on the discovered Client needs.

- Power Point slides

- Code runbooks

- Student Lab instructions

- Training environment setup and configuration instructions

- Azure DevOps code repositories

3.1.2.   Location

Performance of the Services will be remote and onsite.

- 200 North Spring Street, Los Angeles, CA 90012-4801

3.2. Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns

- Provide team leadership and guidance

- Provide resource management

- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)

- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones

- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed

- Manage Client expectations and satisfaction throughout the life of the project

- Schedule and coordinate the necessary resources to support the project

- Schedule and conduct project team update/status meetings

- Prepare written status reports for Client at mutually agreed-upon intervals

- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes

- Facilitate closeout meeting, as needed

- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:

  o Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support

  o Track the following decisions and deliverables as part of the project plan:

    ▪ Plans for stakeholder engagement, communications, content planning, training and adoption

    ▪ T-minus schedules for stakeholder engagement, communications and training

    ▪ Technical dependencies related to OCM activities

3.3. Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

3.4. Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. To assist us with the completion of the services performed, the Client will appoint Insight as the Microsoft Digital Partner of Record for Azure using Microsoft Partner ID (MPN ID) #3064993 and maintain this designation for the duration of the relationship with Insight (no less than 12 months). Designating Insight as Microsoft's Digital Partner of Record allows Insight to support the Client's cloud services during the engagement, helping to deliver strong business outcomes and high ongoing services levels for the Client. Digital Partner of Record is no cost to the Client and it assists Insight in maintaining our competencies with Microsoft.

2. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

3. Client will provide detailed documentation on the EMS XML-based data source, enabling Insight to review the documentation in phase I, and guide its integration in Phase 2.

4. Client is responsible for any associated production deployments.

5. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

6. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.

7. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.

8. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.

9. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.

10. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.

11. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.

12. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

13. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's in-formation, documentation and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

14. If applicable, Client is responsible for performance of the following OCM-related tasks:

    a. Stakeholder Engagement, including but not limited to:

        i   Stakeholder analysis, use case development, and/or persona/user segmentation activities

        ii Stakeholder engagement plan including scheduling of any activities

    b. Communications, including but not limited to:

        i   Creation of a communications plan, including content plans for email, online resources and any other communications channels

        ii Execution/creation of any content outlined in the communications plan

        iii Communications t-minus schedule

    c. Training, including but not limited to:

        i   Training plan and schedule

        ii Training content planning, creation and/or execution

    d. Adoption, including but not limited to:

        i   Creation or execution of a governance plan

        ii Creation or execution of a post-project end-user adoption plan

3.5. Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Time-Box Approach; this Statement of Work constrains the Phase 2 through Phase 5 activities to a 5-week duration and to the duration of efforts specified in this SOW.

2. This engagement does not include development tool licenses (i.e., Visual Studio), database, third party product and application server licenses.

3. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

4. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.

5. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

6. The following are considered out-of-scope and are not part of the Services:

    a. Electrical or cabling services

    b. Formal user training

3.6. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. A Change Request Sample is included as an attachment.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels

- Additional resources, scope, projects, new services, tasks

- Changes to management and control of hardware and software

- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing

- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Estimated Duration

The Project's duration for Phase 2 through Phase 5 will be approximately 5 weeks.

5. PRICING/INVOICING

5.1. Fixed Fee

Client shall pay Insight the fixed fee of **$122,949.00.** The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, per the not to exceed amount in section 5.2.1 below, if any are required.

5.1.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete plus any travel related expenses and taxes incurred (if applicable).

5.2. Pricing Notes

1. Travel will not exceed $10,470.00.

2. Pricing is valid for 30 days from the date of this SOW.

3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

4. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.

5. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

6. SPECIAL TERMS AND CONDITIONS

6.1. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.4. Acceptance

After Insight delivers a Service or Deliverable to Client, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 15 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 15 day period, the Service and Deliverable will be deemed accepted.

6.5. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight and as more particularly described in a SOW to this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

7. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	City of Los Angeles	Scott Porter
Account Executive	Insight	Mark Arbogast
Technical Approver	Insight	Evan Maxey

Title	Party	Name
Service Leaders	Insight	David Lewerke and Gene Holmquist
Scope and Price	Insight	Mark Arbogast
Contract Specialist	Insight	Kim White

8. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

   ☐ **Mail Invoice** – Hard copy invoice will be mailed to:

   Company Full Name:

   Address:

   Attention: Accounts Payable or:

   Accounts Payable Contact:

   Phone:

   ☐ **Email Invoice** – Invoice copy will be sent electronically via email to:

2. PO Process (Client to select one option below):

   ☐ Client issues system-generated POs or internal reference numbers for service engagements.

   Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

   PO Number:

   PO Release Number (if applicable):

   Internal Billing Reference Number/Name:

   ☐ Client does NOT issue system-generated PO for service engagements.

   Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

9. ATTACHMENT – CHANGE REQUEST SAMPLE

CHANGE REQUEST FORM		
CHANGE REQUEST #		
Client	**Original Project Name**	**Original SOW Number**
Insight Services Manager	**Client Project Sponsor**	**Request Date**
Purchase Order to Apply to Changes:	**State/Federal Contract Reference (if applicable)**	
Change Request Summary		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
Signatures		
This is a sample CR - not for execution.		

ATTACHMENT B

STATEMENT OF WORK

AZURE MEDIA SERVICES MVP

INSIGHT STATEMENT OF WORK

AZURE MEDIA SERVICES MVP

PREPARED FOR LOS ANGELES FIRE DEPARTMENT

March 27, 2020

Statement of Work # 6826

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Background

The Los Angeles Fire Department ("LAFD") is a full-spectrum life safety agency protecting more than 4 million people who live, work and play in America's second largest city.

As part of their ongoing efforts to better serve their community, the LAFD is working to implement live streaming of video from a variety of sources in order to increase real-time situational awareness. As part of this effort, the LAFD requires a mechanism for the long-term storage and management of this video information. The LAFD has requested Insight to assist with the configuration of Azure Media Services to ingest, analyze, encode, and package the videos in the cloud, with the intent of creating an MVP platform that can be leveraged for future video and other multimedia initiatives.

March 27, 2020

<div style="background-color:#cc0066; text-align:center;">

Statement of Work # 6826

</div>

Azure Media Services MVP

1. PARTIES

"Insight"   **"Client"**
Insight Public Sector, Inc.   Los Angeles Fire Department
6820 S. Harl Avenue   200 N Main Street, Floor 16
Tempe, AZ 85283   Los Angeles, CA 90012-4110
Attn: Mark Arbogast   Attn: Scott Porter

2. ENTIRE AGREEMENT

This Statement of Work ("Statement of Work" or "SOW") is entered into between Client and Insight, on behalf on itself and its Affiliates, and shall be effective as of the date last signed below ("Effective Date"). This SOW and the Services (as defined below) are contingent upon the execution of the Professional Services Agreement (hereinafter, the "Agreement"). Neither party is obligated to meet any requirements under this SOW until the Professional Services Agreement is executed by both parties.

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party. Any general description of the services or results thereof contained in any summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

Insight is pleased to perform the Services described under this Scope of Services section ("Services") for the referenced project ("Project") pursuant to the terms and conditions of this SOW. Services and Deliverables not expressly specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

3.1.1.   Scope and Approach

Working in collaboration with Client stakeholders and Client vendor, Insight will review the current workflow and technical specifications to identify a single workflow which will be used as a baseline for the development of an MVP to meet the objectives of the project as described in the Executive Summary section (above).

Anticipated activities include:

- Conduct interviews with Client stakeholders and Video Services Provider to review existing environments, establish integration points, and finalize system design to ensure alignment with desired business outcomes and objectives (up to 3 interviews)

- Define single use case (single video stream) for MVP scoping

- Review current Azure subscriptions, Resource Groups, and service requirements for target solution deployment

- Identify and document any security requirements for target solution following established and/or recommended protocols

- Initial project setup to include:

    o   Establishing user access to systems

    o   Initial Azure resource provisioning

    o   Establishment of Azure DevOps project for activity tracking

- Implement instrumentation and telemetry for system monitoring and compliance reporting

- Development of reference architectures and any accompanying documentation that detail the design specifications for the target solution

- Develop and deploy the solution to non-production target environment following the initial priorities as outlined below

    o   Required Azure resources manually provisioned and ready for consumption

    o   Create Azure based Web Jobs to poll and retrieve uncategorized videos from the vendors system and persist them to blob storage in Azure

    o   Implement process(es) to automate the encoding and analysis of uncategorized videos using Azure Media Services and store derived metadata in a searchable database

- Conduct knowledge transfer activities with Client engineers throughout the project life cycle to enable maintenance and future planning

    o   1 concluding knowledge transfer session will be hosted during the last 10 days of the project

3.1.2.   Location

Performance of the Services will be remote.

3.2.   Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns

- Provide team leadership and guidance

- Provide resource management

- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)

- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones

- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed

- Manage Client expectations and satisfaction throughout the life of the project

- Schedule and coordinate the necessary resources to support the project

- Schedule and conduct project team update/status meetings

- Prepare written status reports for Client at mutually agreed-upon intervals

- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes

- Facilitate closeout meeting, as needed

- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:

  o Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support

  o Track the following decisions and deliverables as part of the project plan:

    ▪ Plans for stakeholder engagement, communications, content planning, training and adoption

    ▪ T-minus schedules for stakeholder engagement, communications and training

    ▪ Technical dependencies related to OCM activities

3.3. Deliverables

Insight will provide the following Deliverables:

Overall Project

Upon completion of the engagement, Insight will provide Client with an MVP Azure Media Services platform that is capable of ingesting, analyzing, and encoding videos from the Video Service Provider. This platform will have the base capabilities necessary to facilitate Client's evaluation of Azure as a media storage and delivery platform which can be leveraged for future initiatives.

Specific deliverables include, but may not be limited to, the following:

- GIT based source code repositories configured

- Prioritized Epics & Features backlog for driving project execution

- Design documents, reference architectures, and sequence/workflow diagrams for the MVP Azure Media Services solution

- Estimated Azure consumption cost based on target design specifications

- Revised Epics & Features backlog with user stories outlining potential enhancements

- Target solution coded and deployed to Clients Azure environment

- Application source code delivered electronically or via designated source control repository

- Finalized estimated Azure consumption cost based on deployed solution

- Demo of MVP solution

- Knowledge transfer including architectural diagrams of the solution that identifies each of the component parts and describes the basic data flows

Project Management

Project Manager

- Communications/escalation contact list

- Weekly status reports on the progress of the project

3.4.   Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

3.5.   Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client will provide support for resource onboarding inclusive of access and required working tools to ensure rapid enablement of delivery activities.

2. Client will respond in a timely manner (within 4 business hours) to all necessary information requests.

3. Client will be responsible for production environment deployments.

4. Client will provide appropriate resources in a timely fashion to participate in knowledge transfer activities throughout the lifecycle of the project as to be mutually agreed by Insight and Client.

5. For the duration of the engagement, Client will provide full administrative access to the Azure Admin Portal (portal.azure.com) or to a specified Subscription in Azure to facilitate Insight Engineers ability to deploy necessary services to the Clients environment.

6. Client will be responsible for securing the necessary approvals for carrying out the project related and change management activities.

7. Client will attend key discussions, presentations, verify documentation, and provide completion signoffs.

8. Client will provide current artifacts such as architectural diagrams, system documentation, database schemas, sample data, etc. deemed pertinent to the scope of the engagement.

9. Client will provide access to documentation / information required to the Insight project team.

10. Client will adhere to task timelines developed during the pre-engagement and kickoff meetings.

11. Client will make participating staff resources available for design review sessions and approve design specs as required.

12. Client will have current support on all hardware/software and services related to this project.

13. Client will be responsible for any costs associated to travel and expenses associated with the project.

14. To assist us with the completion of the services performed, the Client will appoint Insight as the Microsoft Digital Partner of Record for Azure using Microsoft Partner ID (MPN ID) #3064993 and maintain this designation for the duration of the relationship with Insight (no less than 12 months). Designating Insight as Microsoft's Digital Partner of Record allows Insight to support the Client's cloud services during the engagement, helping to deliver strong business outcomes and high ongoing services levels for the Client. Digital Partner of Record is no cost to the Client and it assists Insight in maintaining our competencies with Microsoft.

    During the engagement, Insight will be managing, configuring, or supporting Azure services on behalf of the Client. The Client will allow Insight to link their Microsoft Partner ID 3064993 through Microsoft Partner Admin Link to a Client designated admin account (see

https://docs.microsoft.com/en-us/azure/billing/billing-partner-admin-link-started). This account will have a minimum of Read Only access to the Azure subscription used for this engagement, but does not give Insight access to any services or data that was not explicitly granted by the Client. Insight is eligible to receive incentives and rebates as well as meet Microsoft partnership requirements based on consumption attributed to our Partner ID. This designation will be maintained for a period of no less than 12 months after the completion of the engagement.

15. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

16. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

17. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.

18. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.

19. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.

20. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.

21. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.

22. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.

23. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

24. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's in-formation, documentation and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client

Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

25. If applicable, Client is responsible for performance of the following OCM-related tasks:

    a. Stakeholder Engagement, including but not limited to:

        i   Stakeholder analysis, use case development, and/or persona/user segmentation activities

        ii   Stakeholder engagement plan including scheduling of any activities

    b. Communications, including but not limited to:

        i   Creation of a communications plan, including content plans for email, online resources and any other communications channels

        ii   Execution/creation of any content outlined in the communications plan

        iii   Communications t-minus schedule

    c. Training, including but not limited to:

        i   Training plan and schedule

        ii   Training content planning, creation and/or execution

    d. Adoption, including but not limited to:

        i   Creation or execution of a governance plan

        ii   Creation or execution of a post-project end-user adoption plan

3.6. Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Project estimates assume the following:

    a. Content moderation of videos ingested by the target solution is the responsibility of the client

    b. Videos to be encoded and analyzed by the target solution will be pulled using an automated method from a secured location in the vendors environment

    c. Workshop session dates and calendar invitations for attendees will be confirmed prior to start of engagement

    d. This SOW assumes Client has Azure tenant and all related licenses established with any funding related to the engagement in place 2 weeks prior to the engagement

    e. Client's current infrastructure is healthy and meets the minimal requirements for the engagement

    f. Unsupported hardware and software will be the responsibility of Client

    g. Installation or configuration of any Client-related applications are out of scope of this engagement except where specifically called out as in scope

    h. Existing network connectivity is sufficient to support engagement activities and to support Client security requirements

    i. Client's Azure cloud scaffolding is sufficiently configured and mature to support the SOW objectives

    j. Any infrastructure software tools, services, and licenses required to execute project will be arranged by Client excluding any tools provided by Insight in tools section

k. User communication and training on any end user readiness / post engagement steps will be handled by Client IT team

l. Any delays in approval or availability of systems and access will impact the estimated timelines and may result in a change order

m. Any change in the assumptions as detailed under this SOW may impact the overall timelines may result in a change order

n. Data received from Client will be timely and accurate

2. This engagement does not include development tool licenses (i.e., Visual Studio), database, third party product and application server licenses.

3. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

4. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.

5. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

6. The following are considered out-of-scope and are not part of the Services:

a. Development and maintenance of risk, issue, and action documentation outside of regular status reporting

b. Documentation of roles and responsibilities outside of the definitions provided in the SOW

c. Status reporting or issue escalation of any activity not assigned to this SOW

d. Attending meetings which are not directly associated with the project and projects defined in this SOW

e. Producing additional reports which have not been mutually agreed to by the Client and Insight Project Managers

f. Installation, modification, configuration, troubleshooting, or tuning of any applications not specified herein

g. Electrical or cabling services

h. Formal user training

3.7. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. A Change Request Sample is included as an attachment.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels

- Additional resources, scope, projects, new services, tasks

- Changes to management and control of hardware and software

- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing

- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Estimated Duration

The Services' duration will be approximately 5 weeks.

5. PRICING/INVOICING

5.1. Fixed Fee

Client shall pay Insight the fixed fee of $**59,351.00**. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses; however no travel is expected to be required as part of this project.

5.1.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete plus any travel-related expenses and taxes incurred (if applicable).

5.2. Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.

2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

3. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.

4. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.

6. SPECIAL TERMS AND CONDITIONS

6.1. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.4. Acceptance

After Insight delivers a Service or Deliverable to Client, for example, delivery of all code, content, deliverables, and product resulting from each milestone, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 15 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 15-day period, the Service and Deliverable will be deemed accepted.

6.5. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight and as more particularly described in a SOW to this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

7. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	Los Angeles Fire Department	Scott Porter
Services Account Executive	Insight	Mark Arbogast
Account Executive	Insight	Mark Arbogast
Technical Approver	Insight	Evan Maxey
Service Leaders	Insight	David Lewerke and Gene Holmquist
Scope and Price	Insight	Mark Arbogast
Contract Specialist	Insight	Kim White

8. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Client	
By:		By:	
	Authorized Representative		*Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

    ☐ **Mail Invoice** – Hard copy invoice will be mailed to:

    Company Full Name:

    Address:

    Attention: Accounts Payable or:

    Accounts Payable Contact:

    Phone:

    ☐ **Email Invoice** – Invoice copy will be sent electronically via email to:

2. PO Process (Client to select one option below):

    ☐ Client issues system-generated POs or internal reference numbers for service engagements.

    Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

    PO Number:

    PO Release Number (if applicable):

    Internal Billing Reference Number/Name:

    ☐ Client does NOT issue system-generated PO for service engagements.

    Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

9. ATTACHMENT – CHANGE REQUEST SAMPLE

Insight
PUBLIC SECTOR

CHANGE REQUEST FORM		
CHANGE REQUEST #		
Client	**Original Project Name**	**Original SOW Number**
Insight Services Manager	**Client Project Sponsor**	**Request Date**
Purchase Order to Apply to Changes:	**State/Federal Contract Reference (if applicable)**	
Change Request Summary		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
Signatures		
This is a sample CR - not for execution.		

ATTACHMENT C

STATEMENT OF WORK

RESPONSE TIME ANALYTICS HEAT MAP

INSIGHT STATEMENT OF WORK

RESPONSE TIME ANALYTICS HEAT MAP
PREPARED FOR LOS ANGELES FIRE DEPARTMENT

March 27, 2020

Statement of Work # 6771

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Background

The Los Angeles Fire Department is a full-spectrum life safety agency protecting more than 4 million people who live, work, and play in America's second largest city.

- 106 fire stations

- 471 square-mile jurisdiction

- 3,246 uniformed fire personnel

- 353 professional support personnel

- Every day, the LAFD responds to more than 1,112 emergency responses

- Department rescue ambulances transport more than 571 people to area hospitals each day

- 1,018 uniformed firefighters (including 270 serving as Firefighter/Paramedics), are always on duty at fire department facilities citywide

LAFD would like to continue working with Insight to extend their data analytics platform in order to provide critical resource information in a near-real time fashion.

Our Approach

Ingest real-time CAD data into the LAFD data lake. Insight will ensure that the CAD data is ingested, processed and available to cloud consumers in near real-time.

Note this step will be implemented as part of the Insight Training & Reporting statement of work, please refer to that document for any details regarding the real-time CAD data ingestion

Ensure that the data is accessible in a format which optimizes the performance of the real-time API.

March 27, 2020

<div style="background-color:#c0105a;color:white;text-align:center;font-weight:bold;">Statement of Work # 6771</div>

Real Time Analytics Heat Map

1. PARTIES

"Insight"   **"Client"**
Insight Public Sector, Inc.   Los Angeles Fire Department
6820 S. Harl Avenue   200 North Main Street, Floor 16
Tempe, AZ 85283   Los Angeles, CA 90012
Attn: Mark Arbogast   Attn: Scott Porter

2. ENTIRE AGREEMENT

This Statement of Work ("Statement of Work" or "SOW") is entered into between Client and Insight, on behalf on itself and its Affiliates, and shall be effective as of the date last signed below ("Effective Date"). This SOW and the Services (as defined below) are contingent upon the execution of the Services Master Agreement (hereinafter, the "Agreement"). Neither party is obligated to meet any requirements under this SOW until the Services Master Agreement is executed by both parties.

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party. Any general description of the services or results thereof contained in any summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

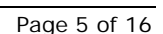The following is a high-level description of the Services Insight will provide:

- Consume the real-time CAD data ingested as part of the Insight "Training and Reporting" statement of work (#4786)

- Create a consumption REST API which serves up unit response time data. This API can be consumed by visualization components created by the LAFD.

3.1.1. Scope and Approach

Insight will perform the following Services:

3.1.2. Architecture Overview

An overview of the proposed architecture for the project is shown is the diagram below:

Note: The technologies (Event Hubs, Cosmos DB, etc.) shown in this diagram and other diagrams in this document are preliminary selections. The final set of technologies will be selected at implementation time.

The ingestion of real-time CAD data will be performed as part of the "Training and Reporting" statement of work as follows:

- The computer-aided dispatch (CAD) system data is stored on-premises at Client site in an Oracle 12-C database. Changes on relevant tables, such as the UnitHistory table, are captured and surfaced as events. These events are captured and forwarded to a cloud-based messaging system.

- The events forwarded to the cloud messaging system are ingested into the LAFD analytics environment in near-real time.

This cluster will process the events as they are ingested. It will store the ingested events and the processed data in a format optimized for consumption.

Note that this ingestion application will include hooks where the client has the ability to connect Data Science models which can make short term predictions and recommendations on move-ups and other activities. While the hooks to include these models are included in this SOW, the actual implementation of these models is out of scope for this SOW.

Insight will create a REST API, which enables the client visualization application to consume the unit response data in storage. This REST API will surface standard data a format that is optimized for consumption.

3.1.3. Event Generation

Outcome and intent driven

The client has created a Tibco Rendezvous listener module, which subscribes to these events and publishes these events through a custom WebSockets interface. Insight will create a .NET Core WebSockets library which will consume the WebSockets messages generated by this module. The Insight module will bridge the on-premises and cloud worlds by publishing these events to a cloud-based messaging system. From this messaging system, the events can be ingested by the LAFD analytics environment.

An overview of the event generation modules is shown in the figure below:
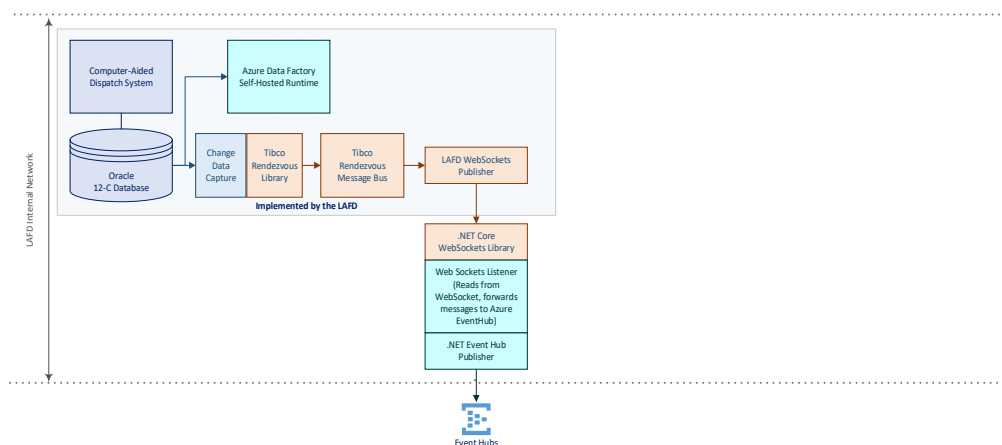
As was mentioned earlier, this event generation will be performed as part of the "Training and Reporting" statement of work.

3.1.4. Event Ingestion

The events published to the cloud messaging system are consumed by a streaming module, running on an always-on streaming cluster in the LAFD analytics environment. This streaming module performs the following tasks:

- It consumes the messages from the messaging system as a constant event stream

- As messages are ingested, they are enriched with context data already loaded in the Data Lake.
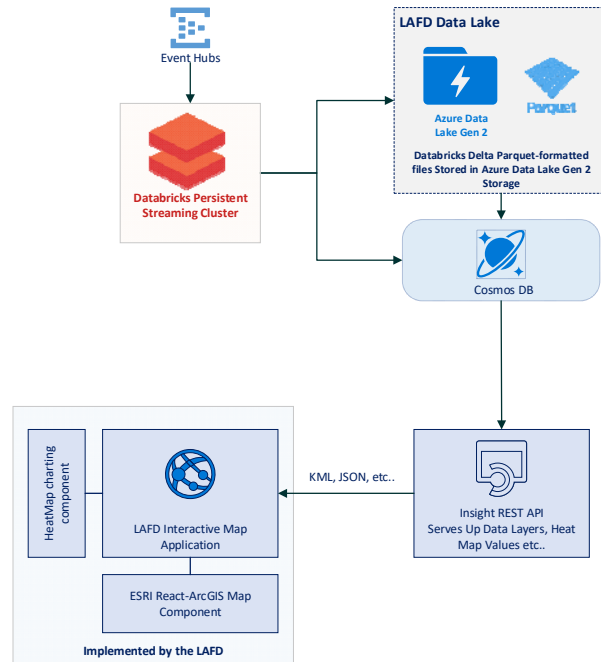
3.1.5.   Data Consumption

To surface the data stored in the Azure Data Lake and/or Cosmos DB, insight will create an oAuth2-secured REST API. This API can be called by the client visualization application through standard REST HTTPS API calls. 2 types of data will be exposed by this API:

- **Standard Data**. This is non-geospatial data. This data will be made available through the standard JSON format for Web Services.

- **Geospatial data**. Geo-spatial data will be made available in the standard Keyhole Format Language (KML) format, which is a universally supported format for geo-spatial data.

An overview of the REST API and its consuming components is shown below:
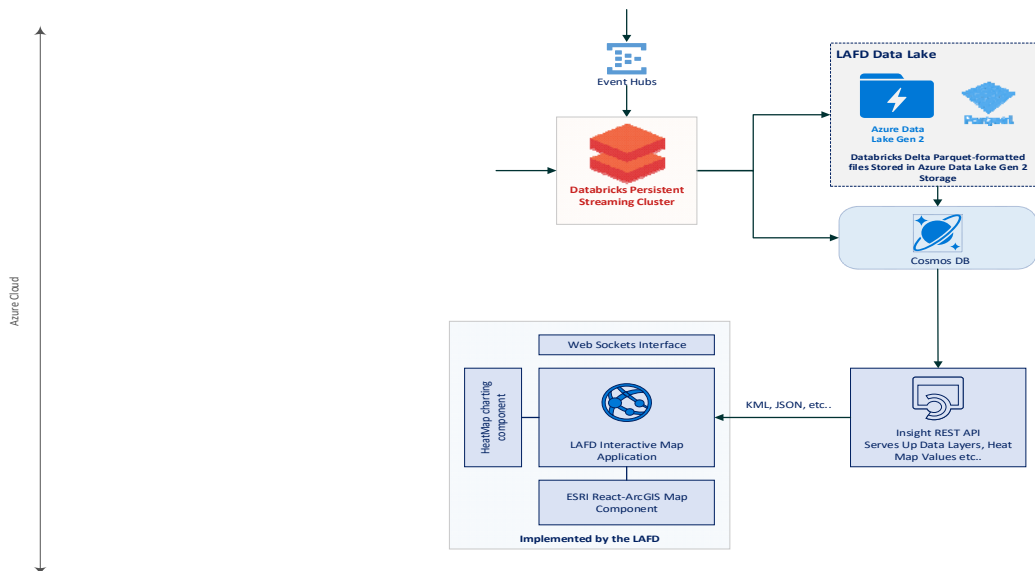
3.1.6. Deployment Readiness

- Insight will extend existing Azure DevOps capabilities for deployment pipelines

- Insight will establish baseline operational monitoring in the form of 1 Azure AppInsights dashboard capturing essential operational information for the in-scope solution elements as deemed appropriate by Insight in accordance with the final solution design

- Sprint demos will serve as a core knowledge transfer mechanism and 1 concluding knowledge transfer session to be hosted during the last 10 days of the engagement

- Client will be responsible for production deployment

- Client will be responsible for integration of the solution for consumption of the available data

3.1.7. Location

Performance of the Services will be remote and onsite.

- 200 North Spring Street, Los Angeles, CA 90012

3.2. Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns

- Provide team leadership and guidance

- Provide resource management

- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)

- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones

- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed

- Manage Client expectations and satisfaction throughout the life of the project

- Schedule and coordinate the necessary resources to support the project

- Schedule and conduct project team update/status meetings

- Prepare written status reports for Client at mutually agreed-upon intervals

- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes

- Facilitate closeout meeting, as needed

- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:

  - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support

  - Track the following decisions and deliverables as part of the project plan:

- Plans for stakeholder engagement, communications, content planning, training and adoption

- T-minus schedules for stakeholder engagement, communications and training

- Technical dependencies related to OCM activities

3.3.   Deliverables

Deliverables, if any, will be agreed upon by both parties in writing.

3.4.   Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

3.5.   Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client is responsible for any modifications to their existing systems required to integrate to the solution elements described herein.

2. Client is responsible for production deployment of the solution elements described herein.

3. To assist us with the completion of the services performed, the Client will appoint Insight as the Microsoft Digital Partner of Record for Azure using Microsoft Partner ID (MPN ID) #3064993 and maintain this designation for the duration of the relationship with Insight (no less than 12 months). Designating Insight as Microsoft's Digital Partner of Record allows Insight to support the Client's cloud services during the engagement, helping to deliver strong business outcomes and high ongoing services levels for the Client. Digital Partner of Record is no cost to the Client and it assists Insight in maintaining our competencies with Microsoft.

   During the engagement, Insight will be managing, configuring, or supporting Azure services on behalf of the Client. The Client will allow Insight to link their Microsoft Partner ID 3064993 through Microsoft Partner Admin Link to a Client designated admin account (see https://docs.microsoft.com/en-us/azure/billing/billing-partner-admin-link-started). This account will have a minimum of Read Only access to the Azure subscription used for this engagement, but does not give Insight access to any services or data that was not explicitly granted by the Client. Insight is eligible to receive incentives and rebates as well as meet Microsoft partnership requirements based on consumption attributed to our Partner ID. This designation will be maintained for a period of no less than 12 months after the completion of the engagement.

4. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

5. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

6. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.

7. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.

8. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.

9. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.

10. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.

11. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.

12. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

13. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

14. If applicable, Client is responsible for performance of the following OCM-related tasks:

    a. Stakeholder Engagement, including but not limited to:

        i   Stakeholder analysis, use case development, and/or persona/user segmentation activities

        ii Stakeholder engagement plan including scheduling of any activities

    b. Communications, including but not limited to:

        i   Creation of a communications plan, including content plans for email, online resources and any other communications channels

        ii Execution/creation of any content outlined in the communications plan

        iii Communications t-minus schedule

     c.   Training, including but not limited to:

         i   Training plan and schedule

         ii   Training content planning, creation and/or execution

     d.   Adoption, including but not limited to:

         i   Creation or execution of a governance plan

         ii   Creation or execution of a post-project end-user adoption plan

3.6. Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. This Statement of Work constrains activities to an approximate 10-week duration.

2. Azure scaffolding and governance is sufficiently mature to support the objectives and design approach as enumerated herein.

3. This engagement does not include development tool licenses (i.e., Visual Studio), database, third-party product and application server licenses.

4. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

5. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.

6. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

    a.   Electrical or cabling services

    b.   Formal user training

3.7. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. A Change Request Sample is included as an attachment.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels

- Additional resources, scope, projects, new services, tasks

- Changes to management and control of hardware and software

- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing

- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Estimated Duration

The Services' duration will be approximately 10 weeks.

5. PRICING/INVOICING

5.1. Fixed Fee

Client shall pay Insight the fixed fee of **$172,403.00**. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, per the not to exceed amount in section 5.2.2 below, if any are required.

5.1.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete plus any travel-related expenses and taxes incurred (if applicable).

5.2. Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.

2. Travel will not exceed $8,250.00.

3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

4. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.

5. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.

6. SPECIAL TERMS AND CONDITIONS

6.1. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.4. Acceptance

After Insight delivers a Service or Deliverable to Client, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 15 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 15-day period, the Service and Deliverable will be deemed accepted.

6.5. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight and as more particularly described in a SOW to this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

7. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	Los Angeles Fire Department	Scott Porter
Services Account Executive	Insight	Mark Arbogast
Account Executive	Insight	Mark Arbogast
Technical Approver	Insight	Evan Maxey

Title	Party	Name
Service Leaders	Insight	David Lewerke and Gene Holmquist
Scope and Price	Insight	Mark Arbogast
Contract Specialist	Insight	Kim White

8. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Client	
By:		By:	
	Authorized Representative		*Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

    ☐ **Mail Invoice** – Hard copy invoice will be mailed to:

    Company Full Name:

    Address:

    Attention: Accounts Payable or:

    Accounts Payable Contact:

    Phone:

    ☐ **Email Invoice** – Invoice copy will be sent electronically via email to:

2. PO Process (Client to select one option below):

    ☐ Client issues system-generated POs or internal reference numbers for service engagements.

    Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

    PO Number:

    PO Release Number (if applicable):

    Internal Billing Reference Number/Name:

    ☐ Client does NOT issue system-generated PO for service engagements.

    Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

9. ATTACHMENT – CHANGE REQUEST SAMPLE

Insight
PUBLIC SECTOR

CHANGE REQUEST FORM		
CHANGE REQUEST #		
Client	**Original Project Name**	**Original SOW Number**
Insight Services Manager	**Client Project Sponsor**	**Request Date**
Purchase Order to Apply to Changes:	**State/Federal Contract Reference (if applicable)**	
Change Request Summary		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
Signatures		
This is a sample CR - not for execution.		

ATTACHMENT D

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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TABLE OF CONTENTS (Continued)

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. <u>Construction of Provisions and Titles Herein</u>

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

PSC-2. <u>Applicable Law, Interpretation and Enforcement</u>

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

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

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

PSC-3. <u>Time of Effectiveness</u>

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

    A.   This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

    B.   This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

    C.   The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

    D.   This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4.   Integrated Contract

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

PSC-5.   Amendment

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

PSC-6.   Excusable Delays

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

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

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

PSC-7.   Waiver

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

PSC-8. <u>Suspension</u>

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

PSC-9. <u>Termination</u>

    A.   Termination for Convenience

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

    B.   Termination for Breach of Contract

        1.   Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

        2.   If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

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

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

    A.   Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

    B.   Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. <u>Intellectual Property Warranty</u>

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

PSC-21. <u>Ownership and License</u>

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

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

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

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

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

PSC-22. Data Protection

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

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. <u>Warranty and Responsibility of Contractor</u>

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

PSC-26. <u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>

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

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. <u>Child Support Assignment Orders</u>

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. <u>Confidentiality</u>

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Los Angeles Fire Department   Date: 02/18/2020

Agreement/Reference: Insight Public Sector, Inc. - Advanced Data Analytics Professional Services

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

Limits

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

WC *Statutory*

EL **$1,000,000**

☐ Waiver of Subrogation in favor of City   ☐ Longshore & Harbor Workers
     ☐ Jones Act

✔ **General Liability**   **$1,000,000**

☑ Products/Completed Operations   ☐ Sexual Misconduct   3) Coverage to include Fiduciary
☐ Fire Legal Liability _____
☐ _____

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

✔ **Professional Liability** (Errors and Omissions)   **$1,000,000**

Discovery Period   See Note #3

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

☐ All Risk Coverage   ☐ Boiler and Machinery
☐ Flood _____   ☐ Builder's Risk
☐ Earthquake_____   ☐ Fine Arts - Cover value of exhibit

____ **Pollution Liability**

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds   100% of the contract price

____ **Crime Insurance**

Other:

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

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

3) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (the "Agreement"), is made as of the ____day of _____, 2020 (the "Effective Date"), by and between Insight Public Sector, Inc., on behalf of itself and its subsidiaries and affiliates, (the "Business Associate") and the City of Los Angeles, a HIPAA Hybrid Covered Entity, by and through the Los Angeles Fire Department ("LAFD"), a HIPAA designated "health care component" of the City of Los Angeles ("Covered Entity") (collectively the "Parties") to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as "HITECH"), and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate ("BA") will build a data and analytics platform Minimum Viable Product ("MVP") based on LAFD Computer Aided Dispatch ("CAD") records information to compare against LAFD's existing third-party solution in order to provide LAFD with a modern, flexible and responsive solution in the planning and deployment of assets in the field and to determine where LAFD should make investments in infrastructure;

WHEREAS, in addition to building a data and analytics platform MVP, BA will also be accessing the CAD data in order to provide training and other professional services on the tools, processes and techniques of using that data;

WHEREAS, the Covered Entity ("CE") and BA have entered into the Contract under which the CE will need to disclose to BA certain "Protected Health Information" ("PHI") that is subject to protection under HIPAA and HITECH;

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. DEFINITIONS

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the Final HIPAA Regulations and the HITECH Act, as amended as of January 23, 2013.

1. **Breach** means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 C.F.R. Part 164.

2. **Business Associate** ("BA") shall have the meaning ascribed in 45 C.F.R. § 160.103 and refers to Insight Public Sector, Inc. for purposes of this Agreement.

3. **Contract** means Los Angeles City Contract Number _____ and all amendments by and between the City of Los Angeles ("City") and Insight Public Sector, Inc. which includes, but is not limited to the performance of activities related to building a data and analytics platform MVP based on LAFD CAD records and Geographic Information System ("GIS") information to compare against LAFD's existing third party solution in order to provide LAFD with a modern, flexible and responsive solution in the planning and deployment of assets in the field and to determine where LAFD should make investments in infrastructure, as well as providing training on the tools, processes and techniques of using that data.

4. **Covered Entity** ("CE") means the City of Los Angeles, a Hybrid Entity by and through its LAFD, a Health Care Component of the City of Los Angeles, a Hybrid Entity.

5. **Designated Record Set** means a group of records maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.

6. **Health Care Component** ("HCC") means those portions of the Hybrid Entity that perform HIPAA-related activities. LAFD became a HCC by the Los Angeles City Council action which adopted the recommendation of the

Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181] or as modified [Council File No. R3-0240; Aug. 16, 2013].

7. **HITECH Act** ("HITECH") means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.

8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it applies to a Covered Entity, Hybrid Entity and/or Business Associate.

9. **Hybrid Entity** ("HE") means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that is (i) a Covered Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its LAFD, along with other portions of the City of Los Angeles, as a HHC pursuant to 45 C.F.R. § 160.103.

10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

11. **Protected Health Information** ("PHI") means the Individually Identifiable Health Information ("IIHI") described in 45 C.F.R. § 160.103 that is transmitted electronically; maintained electronically; or transmitted or maintained in any other form or medium.

12. **Required by Law** means mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a)(1) and (2).

13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. § 160.103.

14. **Security Incident** means any use or disclosure of information not provided for by this "Agreement" of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. § 164.402.

15. **Subcontractor** means a person or entity that, creates, receives, maintains or transmits protected health information on behalf of the business associate. (45 C.F.R. 160.103(3)(iii))

B.   DISCLOSURE OF PHI TO BUSINESS ASSOCIATE

In connection with the services provided by BA to or on behalf of CE, described in this Agreement, CE may disclose PHI to BA for the purpose of building a data and analytics platform Minimum Viable Product (MVP) based on LAFD CAD records and GIS information to compare against LAFD's existing third party solution, as well as providing training on the tools, processes and techniques of using that data . The purpose of this service is to provide LAFD with a modern, flexible and responsive solution in the planning and deployment of assets in the field and to determine where LAFD should make investments in infrastructure. At no time shall BA use or disclose PHI or other related documents to any 3rd party.

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677, dated, January 25, 2013 which implements among other things Section 13401 of HITECH.

C.   OBLIGATIONS OF COVERED ENTITY

1.   CE shall notify BA of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.

2.   CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI to the extent that such changes may affect BA's use or disclosure of PHI.

3.   CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

4.   CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE.   [45 C.F.R. § 164.504(e)(2)(i)]

5.   CE will make a determination as to whether a use or disclosure of PHI by BA is a Breach within the meaning of 45 C.F.R. 164.402 necessitating notification under 45 C.F.R. 164.404, 164.406 and 164.408.

D.   OBLIGATIONS OF BUSINESS ASSOCIATE

BA agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates.

1. **Use and Disclosure of PHI**.   Except as otherwise permitted by this Agreement or applicable law, BA shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to conduct the practices of the LAFD as describe in this Agreement and the Contract to or on behalf of the CE. These activities may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of CE. BA shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by CE. Provided, however, BA may use and disclose PHI as necessary for the proper management and administration of BA, or to carry out its legal responsibilities. BA shall in such cases:

   (a)   Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;

   (b)   Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify BA of any instances of which it is aware in which confidentiality of the PHI has been breached; and

   (c)   **Notification to Covered Entity.**   Agree to notify the designated Privacy Officer of CE of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. 164.402 shall be determined by the CE using the criteria determined in 45 C.F.R. 164.402 (2)(i)-(iv) after BA notifies CE of the use or disclosure of the PHI.

   (d)   **Breach Notification**. BA agrees to follow 45 C.F.R. 164.410 after first notifying CE of the use or disclosure not provided by this Agreement and CE makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement.

(e)   For purposes of the Breach Notification provision in 45 C.F.R. 164.410, BA, in this Agreement <u>is not the</u> agent of CE.

2.   **Data Aggregation**. In the event that BA works for more than one covered entity, BA is not permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Administrative Simplification.

3.   **De-identified Information**. BA may use and disclose de-identified health information if (i) the use is disclosed to CE in writing and permitted in writing by CE in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

4.   **Safeguards**. BA shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. BA shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of CE.

5.   **Minimum Necessary**. BA shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the CE are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

6.   **Disclosure to Agents and Subcontractors**. If BA discloses PHI received from CE, to agents, including a subcontractor, BA shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to BA under this Agreement. BA shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the CE. BA shall be liable to CE for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were BA's own acts, failures or omissions, to the extent permitted by law. BA further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7.   **Individual Rights Regarding Designated Record Sets**. If BA maintains a Designated Record Set on behalf of CE, BA agrees as follows:

(a) **Individual Right to Copy or Inspection**. BA agrees that if it maintains a Designated Record Set for CE that is not maintained by CE, it will, in the event any Individual delivers directly to BA a request for access to PHI, in order for CE to respond to such Individual, forward such request to CE in order to meet the requirements of 45 C.F.R. §164.524(a)(1). Under the HIPAA Final Rules Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. [45 C.F.R. § 164.524(b)(2).] BA agrees to make reasonable efforts to assist CE in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If CE maintains the requested records, CE, rather than BA, shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.

(b) **Individual Right to Amendment**. BA agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to CE for amendments to PHI pursuant to 45 C.F.R. §164.526.

(c) **Accounting of Disclosures**. BA agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to CE upon CE's request, in order to allow CE to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules, CE is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. BA agrees to use its best efforts to assist CE in meeting this deadline. Such accounting must be provided without cost to the individual or CE if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if BA informs the CE in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the **six (6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA Administrative Simplification and shall be provided for as long as Business Associate maintains the PHI).

8. **Internal Practices, Policies and Procedures**. Except as otherwise specified herein, BA shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of CE to the Secretary or his or her agents for the purpose of determining CE's compliance with the HIPAA Rules, or any other health oversight agency, or to CE. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by CE or the Secretary.

9. **Notice of Privacy Practices**. BA shall abide by the limitations of CE's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to CE's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which BA relied prior to receiving notice of such amended Notice.

10. **Withdrawal of Authorization**. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, BA shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, of if an exception under the HIPAA Administrative Simplification expressly applies.

11. **Knowledge of HIPAA Rules**. BA agrees to review and understand the HIPAA Rules as it applies to BA, and to comply with the applicable requirements of the HIPAA Rules, as well as any applicable amendments.

12. **Security Incident**. BA agrees to immediately report to the CE any security incident of which BA becomes aware within 72 hours of discovery of the security incident.

E. TERM AND TERMINATION

1. **Term**. The Term of its Agreement shall be effective as of the Effective Date of the Contract, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. **Termination for Cause**. Upon CE's knowledge of a material breach by BA, CE shall either:

    (a)   Provide an opportunity for BA to cure the breach or end the violation and terminate this Agreement and the Contract if BA does not cure the breach or end the violation within the time specified by CE;

    (b)   Immediately terminate this Agreement and the Contract if BA has breached a material term of this Agreement and cure is not possible; or

    (c)   If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

3. **Effect of Termination**.

    (a)   Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI and shall confirm, in writing, to the CE that all PHI has been returned to the CE or destroyed and the method of destruction.

    (b)   In the event that BA determines that returning or destroying the PHI, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

F.   MISCELLANEOUS

1. **Indemnification**.

    (a)   To the extent permitted by law, BA agrees to indemnify and hold harmless CE from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by CE arising out of, resulting from, or attributable to any acts or omissions or other conduct of BA or its agents in connection with the performance of BA's or its agents'

and/or subcontractor's duties under this Agreement. This indemnity shall not be construed to limit CE, if any, to common law indemnity.

(b)   CE shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of BA. CE shall provide BA with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist BA in establishing a defense to such action.

(c)   These indemnities shall survive termination of this Agreement, and CE reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2.   **Mitigation**. If BA violates this Agreement or the HIPAA Rules, BA agrees to mitigate any damage caused by such breach, and bear any such related costs.

3.   **Rights of Proprietary Information**. CE retains any and all rights to the proprietary information, confidential information, and PHI it releases to BA.

4.   **Survival**. The respective rights and obligations of BA under Section E. 3 (Effect of Termination) of this Agreement shall survive the termination of this Agreement.

5.   **Notices**. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity (for Breach Notification):

Alexandra Vázquez-Sherman (HIPAA Privacy Officer)
Fire Special Investigator
LAFD, Administrative Operations Bureau
Risk Management
200 N. Main St., Room 1890
Los Angeles, CA 90012
(213) 978-3873

(213) 978-3815 Fax

If to Covered Entity LAFD (For all other Matters)

Ralph Terrazas, Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, California 90012
(213) 978-3838
(213) 978-3814 Fax

And:

S. Jenny Park, Fire Administrator
Los Angeles Fire Department
200 No. Main Street, Room 1630
Los Angeles, California 90012
(213) 978-3731
(213) 978-3414 Fax

If to Business Associate:

Lisanne Steinheiser
Global Compliance Officer
Insight Public Sector, Inc.
6820 South Harl Ave.
Tempe, AZ 85283
Lisanne.Steinheiser@Insight.com

6.   **<u>Amendments</u>**. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow CE to comply with the requirements of the HIPAA Rules.

7.   **<u>Choice of Law</u>**. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.

8.   **<u>Assignment of Rights and Delegation of Duties</u>**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this

Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary; however, CE retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.

9. **Nature of Agreement**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. **No Waiver**. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11. **Equitable Relief**. Any disclosure or misappropriation of PHI by BA in violation of this Agreement will cause CE irreparable harm, the amount of which may be difficult to ascertain. BA therefore agrees that CE shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining BA from any such further disclosure or breach, and for such other relief as CE shall deem appropriate. Such rights are in addition to any other remedies available to CE at law or in equity. BA expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by CE.

12. **Severability**. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. **No Third Party Beneficiaries**. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

14. **Headings**. The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part

of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with the HIPAA rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

16. **Regulatory References**. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

17. **Counterparts and Electronic Signatures**. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

For: THE CITY OF LOS ANGELES

DATE: _____   By: _____

                                                RALPH M. TERRAZAS
                                                Fire Chief
                                                Los Angeles Fire Department

For: INSIGHT PUBLIC SECTOR, INC.

                                            By:* _____
                                                Name: _____
                                                Title: _____

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

By: _____   By:** _____
    Judith D. Thompson   Name:_____
    Deputy City Attorney   Title:_____

DATE: _____   DATE: _____

ATTESTED:
HOLLY L. WOLCOTT, City Clerk

By:_____
    Deputy City Clerk

NOTE: If Contractor is a corporation, two signatures are required.
* The signature of President, Chairman of the Board, or Vice President is required here; <u>and</u>
** An additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: _____

ATTACHMENT F

CITY TRAVEL POLICY

1.8 TRAVEL

1.8.1   Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) "Accountable Plan" criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller's Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:
- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the "50-mile" rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual's primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

1.8.2   Terms and Definitions

Authorized Approvers: Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

Headquarters: This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

Official City Business: Activities of an employee or elected official that demonstrates:
- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

Per Diem Expenses: Lodging, meals, and incidental expenses while traveling on official City business.

Primary Residence: This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

Other Travel Expenses: These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

Transportation Expenses: Costs to transport the employee for official City business.

Travel: Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

Travel Days: Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

Travel Expenses: Per diem, transportation, and other travel expenses incurred while traveling on official City business.

1.8.3   Controller Responsibilities

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

1.8.4   Department Responsibilities

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:
*   Serve as the primary contact for travel coordination and processing;
*   Ensure travelers have read and understood the City Travel Policy;
*   Review travel authority and expense documents for compliance with City policies;
*   Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
*   Ensure that unallowable and/or unapproved expenses are not paid;
*   Track credits from canceled airline reservations;

- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

1.8.5   Documenting and Approving Travel Plans (Travel Authorities)

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

1.8.6   Other Required Approvals and Notifications

A.   Travel for Department Heads and Commissioners

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

B. Travel to Sacramento or Washington D.C.

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

C. Travel Related to Advocacy and Intergovernmental Relations

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

D. Foreign Travel involving more than one City Commissioner

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

1.8.7   Transportation Expenses

A. Transportation Selection Criteria

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
3. Added per diem costs

B. Airline Travel

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:
- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

C. Alternate Mode of Transportation (other than airline travel)

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

1) Private automobile
    a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
    b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
    c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
    d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
    e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
    f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.

2) Automobile rental
    a) Travelers should select a mid-size or smaller rental car
    b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
    c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
    d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
    e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
    f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

A. Lodging/Hotel

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or "authorized/sponsor" hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an "authorized/sponsor" hotel.
- If a room is not available at the meeting/convention hotel or any of the "authorized/sponsor" hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

B. Meals and Incidental Expenses (M&IE)

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:
- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to $5 per day.

1) M&IE Reimbursement Limits – Travel with Overnight Lodging

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding $25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

M&IE Reimbursement Methods for Travel with Overnight Lodging				
Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip				
Methodology	**Receipts Required**	**Reimbursement Cap at Destination**	**Prorated Reimbursement Cap for Travel Day/Conference Provided Meal[(1)]/"50-mile" Rule Exceptions**	**Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal [(2)]**
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs *up to* federal per diem amount for destination	Reimburse actual costs *up to* 75% of federal per diem amount for destination	Reimburse actual costs *up to* full federal per diem amount for destination
Method 3: Actual costs capped at $60/day	Yes	Reimburse actual costs *up to* $60 per day	Reimburse actual costs *up to* $45 per day	Reimburse actual costs *up to* $60 per day
(1) Hotel complimentary breakfasts do not constitute a meal.				
(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.				

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the "50-mile" rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding $25.
- Traveler must attach a signed "One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement" form to the PES.

1.8.9   Other Travel Expenses

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee**: Airline fee for the first checked-in baggage is reimbursable.

- **Airport Parking**: Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:

    - Burbank Airport Lot A
    - John Wayne Airport Main Street Lot
    - Long Beach Airport Lot B
    - LA International Airport Lot C
    - Ontario International Airport Lot 5

    For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

    In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.

- **Hosting While Traveling**: Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.

- **Registration, Seminar or Meeting Fees**: Reimbursement of registration, seminar or meeting fees where required is allowed.

- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.

- **Gratuities**: Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. **However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of "incidental expenses" and therefore not reimbursed separately from the M&IE limit.**

- **Laundry Service**: Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.

- **Telephone Calls**: One personal telephone call to the employee's immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

1.8.10   Special Circumstances Requiring Exceptions to Standard Guidelines

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as "exceptions" on the travel authority and/or PES documents, along with the justification for the exception.

A. Airline Travel

- Airfare other than for coach class may be allowed under any of the following conditions:
  - Medical necessity certified by a competent medical authority
  - Exceptional security circumstances
  - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is <u>in excess of 14 hours</u> and the traveler is required to report to duty the following day or sooner
  - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
  - Use of other than coach-class accommodations results in overall cost savings.
  - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

B. Alternate Modes of Transportation

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
  - Insufficient car space for the number of City employees traveling together
  - Insufficient car space to accommodate work-related equipment
  - Terrain of destination requires a certain type of vehicle
  - Medical necessity certified by a competent medical authority
  - No extra cost for upgrade.
  - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

C. Lodging/Hotel

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.

- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an

agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.

- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the "Excess Lodging Reimbursement Justification" form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller's Office at the end of the calendar year.

D. Other Travel Expenses

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.

- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.

- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or $60 per day.

- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or $60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.

- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

E. Lodging and Meals and Incidental Expenses for travel under 50 miles

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the "50-mile" rule under one of the following conditions:
- Conference/meeting starts before 8 a.m. or ends after 6 p.m.
- Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
- Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

1.8.11   Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

1.8.12   Personal Expense Statement (PES) and Required Documentation

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of $25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.

1.8.13   Foreign Currency

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:
* Credit card statement showing conversion of foreign-denominated expenses to USD
* Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
* Verifiable foreign exchange rates from the internet

1.8.14   Travel Advances

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

- Travel advances can be issued for up to 90% of the traveler's total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City's authorized business travel service provider. No travel advance check will be issued for any amount under $500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
    - Travel authority number
    - Name of traveler
    - Travel period
    - Destination
    - Purpose of the trip and nature of the City business to be conducted
    - Cash advance request, with written justification and pre-approval by Department Head
    - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a "Will-Call" basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

1.8.15   Travel Reimbursements Reported As Taxable Income

Departments must monitor and track the following types of reimbursements and report them to the Controller's Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler's IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller's Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

1.8.16   Related Resources

Travel forms and additional information are available on the Controller website. Questions regarding "Will-Call" policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

Subject Area	FMS Guidance	
	Procedure	Training Manual
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller's Fiscal Oversight and Support Section.