



# LOS ANGELES FIRE DEPARTMENT

KRISTIN M. CROWLEY  
FIRE CHIEF

June 1, 2022

BOARD OF FIRE COMMISSIONERS  
FILE NO. 22-059

*AM*  
TP:

Board of Fire Commissioners

FROM: Kristin M. Crowley, Fire Chief

SUBJECT: FIRST AMENDMENT TO COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH AGREEMENT NO. PH-003917 (CITY AGREEMENT NO. C-133327) IN CONJUNCTION WITH THE THIRD AMENDMENT TO AGREEMENT NO. C-127484 WITH FIRSTWATCH SOLUTIONS, INC. REGARDING THE SYNDROMIC SURVEILLANCE DETECTION PROGRAM

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 Withdrawn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

## SUMMARY

Since 2007, the City of Los Angeles (City), through the Los Angeles Fire Department (LAFD), has been partnering with the County of Los Angeles Department of Public Health (County) to develop, implement, and evaluate a surveillance program that utilizes 9-1-1 emergency dispatch data to enhance the City's and County's preparedness and response to acts of bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies (Council File Nos. 07-2155, 13-0117, and 17-0794). Grant funding received from the Federal Centers for Disease Control and Prevention through the County has been used to secure a sole source agreement with FirstWatch Solutions, Inc. (FirstWatch). FirstWatch has provided syndromic surveillance software and support to collect and transmit LAFD 9-1-1 incident data to the County in real-time, and provide the County and City with early detection and notification of emerging diseases, outbreaks and bio-terrorist events.

On December 23, 2015, the City and the County executed Los Angeles County (LAC) Agreement No. PH-002851 (City Agreement No. C-126916), for a term commencing on January 1, 2016 through June 30, 2017, for a total grant amount of \$101,426. Concurrently, the City entered into Agreement No. C-127484 with FirstWatch, for the same term and amount contained in LAC Agreement No. PH-002851.

Thereafter, LAC Agreement No. PH-002851 (City Agreement No. C-126916) was amended to extend the term from January 1, 2016 through June 30, 2022, and increase the grant award to a total amount of \$415,718. The City's Agreement No. C-127484

with FirstWatch was also amended to match the term and amount in LAC Agreement No. PH-002851.

In 2019, the County advised the LAFD that LAC Agreement No. PH-002851 would be reclassified as a Data Use Agreement, so the agreement was subsequently renumbered to LAC Agreement No. PH-003917 (City Agreement No. C-133327), for the same term and grant amount.

The County will be receiving federal funding to continue the syndromic surveillance detection program. As a result, they will be amending LAC Agreement No. PH-003917, (City Agreement No. C-133327) to extend the term for an additional five years through June 30, 2027 as follows:

Funding Period	Maximum Amount
July 1, 2022 through June 30, 2023	\$73,951
July 1, 2023 through June 30, 2024	\$73,951
July 1, 2024 through June 30, 2025	\$73,951
July 1, 2025 through June 30, 2026	\$73,951
July 1, 2026 through June 30, 2027	\$73,951
Total: July 1, 2022 through June 30, 2027	\$369,755

The total funding from July 1, 2022 through June 30, 2027 shall not exceed \$369,755.

Extending the LAC Agreement No. PH-003917 (City Agreement No. C-133327) from January 1, 2016 through June 30, 2027 with the additional grant funding will increase the total funding amount to \$785,473.

Subject to funding from the County, the LAFD will amend Agreement No. C-127484 with FirstWatch, by extending the term from January 1, 2016 through June 30, 2027, and increase the compensation by \$369,755, for a total compensation amount not to exceed \$785,473.

The attached Agreements have been reviewed and approved by the City Attorney as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

## **RECOMMENDATIONS**

That the Board:

1. Authorize the Fire Chief to accept grant funding from the County of Los Angeles for the period of July 1, 2022 through June 30, 2027, and up to a total of \$369,755 to fund the syndromic surveillance software and support services.
2. Approve and authorize the Fire Chief to execute the Los Angeles County Agreement No. PH-003917, Amendment Number 1 (City Agreement No. C-133327-1) to continue the syndromic surveillance program with the LAFD for the period of January 1, 2016 through June 30, 2027, and for a total award not to exceed \$785,473.

3. Approve and authorize the Fire Chief to execute the Third Amendment to Agreement No. C-127484 with FirstWatch Solutions, Inc., for syndromic surveillance software and support services for the period of January 1, 2016 through June 30, 2027, and for a total compensation not to exceed \$785,473.
4. Transmit both Agreements to the Mayor for review and approval, in accordance with Executive Directive No. 3.

**FISCAL IMPACT**

There is no impact to the General Fund. Agreement No. C-127484 with FirstWatch Solutions, Inc. for syndromic surveillance software and support services is contingent upon funding provided by the County of Los Angeles Department of Public Health through June 30, 2027 (LAC Agreement No. PH-003917/City Agreement No. C-133327).

Board report prepared by Carr Oduro, Senior Systems Analyst, Information Technology Bureau.

**Attachments**

1. Los Angeles County Contract PH-003917, Amendment No. 1 (City Contract C-133327-1)
2. Third Amendment to Contract No. C-127484 with FirstWatch Solutions, Inc.

**DATA USE AGREEMENT**  
**Between**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**and**  
**CITY OF LOS ANGELES**

## Amendment Number 1

THIS AMENDMENT is made and entered into on \_\_\_\_\_,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and CITY OF LOS ANGELES  
(hereafter "City").

WHEREAS, reference is made to that certain document entitled "DATA USE AGREEMENT BETWEEN COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH AND CITY OF LOS ANGELES", dated July 1, 2019, and further identified as Agreement No. PH-003917, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on December 8, 2015, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments that are consistent with the requirements of the Data Use Agreements (DUAs) that extend the term; and

WHEREAS, the County has been allocated funds from the Centers for Disease Control and Prevention Public Health Emergency Preparedness Cooperative Agreement, Assistance Listing Number 93.074, of which a portion of these has been designated to this DUA; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County, and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon the date of execution for the term July 1, 2022 through June 30, 2027.
2. This Amendment is hereby incorporated into this original Agreement, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as it fully set forth herein.
3. Wherever the term "DPH" is referenced in this Agreement, it shall be deemed amended to state "Public Health".
4. Section V, REIMBURSEMENT, Subsection E, F, G, H, and I shall be added to read as follows:

"E. City shall receive from Public Health, funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2022 through June 30, 2023, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2022.

F. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2023 through June 30, 2024, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2023.

G. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2024 through June 30, 2025, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2024.

H. City shall receive from the Department of Public Health (Public Health) funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2025 through June 30, 2026, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2025.

I. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2026 through June 30, 2027, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2026.”

5. Section VII, TERM AND TERMINATION, shall be deleted in its entirety and replaced as follows:

“VII. TERM AND TERMINATION

This DUA is effective upon execution for the period of July 2019 through June 30, 2027, contingent upon availability of funds and may be renewed by mutual agreement and execution of an amendment to the DUA or a new DUA.”

6. Section X, CONTACT INFORMATION, Subsection B shall be amended to read as follows:

“B. Formal Notices for City of Los Angeles

Name: Kristin M. Crowley  
Title: Fire Chief  
Address: 200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California 90012  
Phone: (213) 978-3800  
Email: [lafdfirechief@lacity.org](mailto:lafdfirechief@lacity.org)

7. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

/ /

IN WITNESS WHEREOF, the parties have caused this Amendment to be  
executed by their duly authorized representative as of the date first above written.

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Title: Director

CITY OF LOS ANGELES

By \_\_\_\_\_  
Name: Kristin M. Crowley  
Title: Fire Chief

APPROVED AS TO FORM  
Michael N. Feuer

By \_\_\_\_\_  
Name: Barak Vaughn  
Title: Deputy City Attorney

ATTEST  
Holly Wolcott  
City Clerk

By \_\_\_\_\_  
Title: Deputy City Clerk

Date \_\_\_\_\_

Los Angeles City Contract No. C-133327-1



**THIRD AMENDMENT TO AGREEMENT C-127484  
BETWEEN  
THE LOS ANGELES FIRE DEPARTMENT  
AND  
FIRSTWATCH SOLUTIONS, INC.  
FOR  
SYNDROMIC SURVEILLANCE SOFTWARE**

This THIRD AMENDMENT AGREEMENT ("Agreement") is made and entered into and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD") and FirstWatch Solutions, Inc., a California corporation (hereinafter referred to as the "Contractor").

**WITNESSETH**

**WHEREAS**, in accordance with that certain grant awarded to the City by the County of Los Angeles Department of Public Health ("County") from the Federal Centers for Disease Control and Prevention, Catalogue of Federal Domestic Assistance Nos. 93.069 and 93.074 (the "Grant"), on May 13, 2016, the City and Contractor entered into that certain City of Los Angeles Contract Number C-127484 (the "Agreement") whereby the Contractor agreed to license software to the City that will allow real-time information to be shared by key personnel from LAFD and the County's Acute Communicable Disease Control Program, Bioterrorism Epidemiology and Surveillance Section, such Agreement having an original term of January 1, 2016 to December 31, 2016, and a total compensation amount payable to Contractor of Sixty Seven Thousand Six Hundred Seventeen Dollars (\$67,617.00), and the execution of such Agreement having been authorized by the Los Angeles City Council (Council File No. 13-0117); and

**WHEREAS**, on December 15, 2016, in accordance with the terms of the Grant and as approved by the County, the City and the Contractor executed a First Amendment to Agreement C-127484 to extend the original term from January 1, 2016 to June 30, 2017 (the "First Amendment") and increase the compensation payable to the Contractor by Thirty Three Thousand Eight Hundred Nine Dollars (\$33,809.00) for a total compensation amount of One Hundred One Thousand Four Hundred Twenty Six Dollars (\$101,426.00) in consideration of the additional services to be provided by the First Amendment (the "Compensation Increase"), such First Amendment and Compensation Increase having been authorized by the Los Angeles City Council (Council File No. 13-0117-S1); and

**WHEREAS**, on September 19, 2017, in accordance with the terms of the Grant and as approved by the County, the City and the Contractor executed a First Supplemental Agreement to Agreement C-127484 to extend the original term from January 1, 2016 to March 31, 2018 (the "First Supplemental") and continue the services through March 31, 2018, with no increase in the total grant award or total compensation of One Hundred One Thousand Four Hundred Twenty Six Dollars (\$101,426.00) in consideration of the services to be provided by the First Supplemental, such First Supplemental having been authorized by the Los Angeles City Council (Council File No. 17-0794); and

**WHEREAS**, on April 6, 2018, in accordance with the terms of the Grant and as approved by the County, the City and the Contractor executed a Second Amendment to Agreement C-127484 to

extend the original term from January 1, 2016 to June 30, 2022 (the "Second Amendment") and increase the compensation payable to Contractor to a total amount not to exceed Four Hundred Fifteen Thousand Seven Hundred Eighteen Dollars (\$415,718.00) in consideration of the additional services to be provided by the Second Amendment (the "Compensation Increase"), such Second Amendment and Compensation Increase having been authorized by the Los Angeles City Council (Council File No. 17-0794); and

**WHEREAS**, Agreement C-127484 with the Contractor expires on June 30, 2022, and the City, in accordance with the terms of the Grant and as approved by the County, desires to extend the term for five additional years through June 30, 2027, and increase the compensation payable to the Contractor by Three Hundred Sixty Nine Thousand Seven Hundred Fifty Five Dollars (\$369,755) as stated in Agreement PH-003917, Amendment No. 1, attached herein at Exhibit G-3, for a total compensation amount not to exceed Seven Hundred Eighty Five Thousand Four Hundred Seventy Three Dollars (\$785,473).

**WHEREAS**, the Contractor has agreed to continue provide syndromic surveillance software and support through June 30, 2027, in accordance with the terms of Agreement C-127484 and the rates outlined in Exhibit F-3.3, attached herein, subject to availability of funding from the County; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree to amend the Agreement as follows:

**AMENDMENTS TO AGREEMENT C-127484**

1. SECTION I – INTRODUCTION, §102 – Representatives of the Parties and Service of Notices, Sub-section A.1. is hereby amended in its entirety to read:

The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 N. Main Street, Room 1800  
Los Angeles, CA 90012

With copies to:

Carr Oduro, Senior Systems Analyst  
Information Technology Bureau  
Los Angeles Fire Department  
200 N. Main Street, Room 1680  
Los Angeles, CA 90012

2. SECTION II – TERM AND SERVICES TO BE PROVIDED, §201 - Time of Performance, is hereby amended in its entirety to read:

The term of this Agreement shall be from January 1, 2016 and expire on June 30, 2027 (the "Term"). Said Term is subject to the availability of funds from the Los Angeles County Department of Public Health as outlined in Exhibit G-3 and adherence to the provisions of Agreement C-127484. The City may cancel this Agreement at any time, with no obligation, if the County fails to provide funds to cover costs as outlined in Exhibit F-3.3 for any reason. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

To the extent that the CONTRACTOR may have begun performance of the services before the date of execution at the CITY'S request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with the terms and conditions of this Agreement.

3. SECTION III - PAYMENT, §301 - Payment of Grant Funds and Method of Payment, Paragraph A and B, are hereby amended to read:

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed \$785,473.00. The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall include all fees incurred and materials to be provided by Contractor.

B. Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit F-3.3 when Contractor submits an invoice for payment.

4. SECTION IV – STANDARD PROVISIONS, §413 – Insurance, is hereby amended in its entirety to read:

During the term of this Contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet (Form Gen 146 in Exhibit A hereto), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto), shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

Electronic submission of insurance requirements is the preferred method of submitting Contractor's evidence of insurance documents. **KwikComply** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates

directly to the City. It uses the standard insurance industry form known as **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of Contractor's insurance is to have its insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Contractor's behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at: [http://cao.lacity.org/risk/Submitting proof of Insurance.pdf](http://cao.lacity.org/risk/Submitting%20proof%20of%20Insurance.pdf).

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 City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

5. Exhibit F-3.2, "Pricing and Payment Schedule," is hereby amended and restated in its entirety as set forth in Exhibit F-3.3 to this Third Amendment Agreement.
6. Exhibit H of the Second Amendment to this Agreement, the Standard Provisions for City Contracts (Rev. 10/17)[v.2], is hereby replaced by the Standard Provisions for City Contracts (Rev. 10/21)[v.4], which document is attached to this Third Amendment as Exhibit H.

Each occurrence of the phrase "Standard Provisions for City Contracts (Rev. 10/17)[v.2]" in the Second Amendment to this Agreement is hereby deleted and replaced with "Standard Provisions for City Contracts (Rev. 10/21)[v.4]."

7. SECTION VI – ENTIRE AGREEMENT, §605 – Data Management, Security, and Privacy, is hereby added in its entirety to read:

A. Data Ownership and Use

The City is the sole and exclusive owner of all data and information that is managed or contained within the system and/or provided to the 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. 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.

B. Confidential Data

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 reasonable form or format at no charge to City.

#### C. 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.

#### D. Data Protection Encryption

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.

#### E. Data Protection Copying

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 the City in writing.

#### F. Data Protection Hacking

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

#### G. On Shore Development and Access

Contractor shall provide its services to the City and its end users solely from facilities / 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 offices or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely 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 approval. For purposes of support services provided in association with the Service Level Agreement, City's approval may come via e-mail or other written instrument from the Department's Chief Information Officer.

#### H. 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 prevent anyone other than authorized City personnel, users and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data. The Contractor shall also protect appropriate copies of City Data

from loss, corruption, or unauthorized alteration and prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

#### I. Least Privilege

Contractor shall authorize access only to the minimum amount of resources required to fulfil the Contractor's responsibilities in this contract.

#### J. Separation of Duties

The Contractor shall, as much as practical, divide functions among its staff members to reduce the risk of creating an undue dependency on one key person and reducing the risk of fraud being undetected.

#### K. Role-Based Security

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

#### L. 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 (24) hours or the next business day of receipt of City's request. Contractor shall disable user accounts after, at most, ten (10) consecutive invalid authentication attempts. References to "subcontractor" in the Pledge of Compliance document is limited to subcontractors providing professional services.

#### M. Physical and Environmental Security

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

#### N. 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.

#### O. 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.

#### P. 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.

#### Q. 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.

#### R. 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.

#### S. 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.

#### T. 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.

#### U. 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 third-party 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.

#### V. Right of Audits by City/Security Review Rights

City and its agents, auditors (internal and external), regulators, and other representatives as mutually agreed upon third-party, with reasonable notice, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel) 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 a reasonable time frame of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all mutually agreed upon recommendations that result from such inspections, tests, and audits within reasonable timeframes.

#### W. 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 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. 10/21)[v.4] (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.

#### X. Data Return and Destruction

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 Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.



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.

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 forty-five (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.

#### Y. Data Breach

Contractor shall notify City in writing as soon as reasonably feasible, but in any event within twenty-four hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (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, 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.

#### Z. Confidentiality

##### i. City's Confidential Information

For purposes of this Section Z, "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.

##### ii. 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.

### iii. Exceptions

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

### AA. 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.

## 8. SECTION VI – ENTIRE AGREEMENT, §606 – Representations and Warranties, is hereby added in its entirety to read:

Contractor represents and warrants that:

#### A. 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.

#### B. 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.

#### C. 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; 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 C.i below.

##### i. 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:

- a) 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;
- b) 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;
- c) 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
- d) To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software.
- e) The Contractor shall provide City license to use any Third-Party Software necessary for the functionality of the System at no additional cost, and inclusive of licensing for any unlimited number of users. Contractor shall ensure that all software is properly licensed at no additional cost to the City, including, but not limited to, any required third-party licenses. The Contractor will ensure that any required third-party licenses are maintained within fully supported versions, and that any custom developed system software continues to function on any new versions of required third-party software (e.g., server, desktop and

mobile operating system, browser, database, application servers, etc.) as they become available.

ii. 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](http://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.

iii. 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.

D. Conformity to Specifications

The System will perform materially in accordance with the services in Exhibits F, F-1, F-2A, F-2B, and F-3.

E. 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.

F. Disabling Code Warranty

No software or services to which the City is provided access and use hereunder 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.

G. Virus/Malicious Software Warranty

The Contractor has used its best efforts to scan for viruses within the software, and no malicious system will be supplied under this Agreement.

9. SECTION VI – ENTIRE AGREEMENT, §607 Miscellaneous, is hereby added in its entirety to read:

A. Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including,

but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

#### B. Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Exhibit H – Standard Provisions for City Contracts (Rev. 10/21)[v.4]]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

#### C. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

#### D. 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.

#### 10. SECTION VI – ENTIRE AGREEMENT, §608 – Counterparts/Electronic Signatures, is hereby added in its entirety to read:

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.

#### 11. Except as herein amended, all other terms and conditions of Agreement C-127484 shall remain unchanged and in full force and effect by way of this Agreement.

**LIST OF EXHIBITS**

EXHIBIT F-3.3: AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE

EXHIBIT G-3: DEPARTMENT OF PUBLIC HEALTH, PUBLIC HEALTH  
PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES  
CONTRACT, PH-003917, AMENDMENT NUMBER 1

EXHIBIT H: STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/21)[v.4]

(Signature Page to Follow)

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this First Amendment to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**FIRSTWATCH SOLUTIONS, INC.,  
a California Corporation**

By: \_\_\_\_\_  
KRISTIN M. CROWLEY  
Fire Chief

By\*: \_\_\_\_\_  
TODD STOUT  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_  
MARC BAKER  
Secretary

By: \_\_\_\_\_  
BARAK VAUGHN, ESQ.  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:  
HOLLY L. WOLCOTT, City Clerk**

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

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

\* The signature of President, Chairman of the Board, or Vice President is required here; and

\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: C-127484

**AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE**

This Agreement is contingent upon funding by Los Angeles County Department of Health Services and the Los Angeles Fire Department may cancel this Agreement at any time, with no obligation, if the County fails to provide funds to cover the costs shown below, for any reason.

<b>Quantity</b>	<b>Description</b>	<b>Item Total</b>
1	Annual Support Renewal for FirstWatch System at LAFD for period of 1/1/2016 – 03/31/2018	\$101,426.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 4/1/2018–06/30/2018	\$18,488.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2018–06/30/2022	\$295,804.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2022–06/30/2023	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2023–06/30/2024	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2024–06/30/2025	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2025–06/30/2026	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2026–06/30/2027	\$73,951.00
	January 1, 2016 – June 30, 2027 TOTAL COMPENSATION	\$785,473.00



**DEPARTMENT OF PUBLIC HEALTH, PUBLIC HEALTH PREPAREDNESS,  
EMERGENCY AND RESPONSE SERVICES CONTRACT**

**PH-003917, AMENDMENT NUMBER 1**

**(LOS ANGELES CITY CONTRACT NUMBER C-133327-1)**

**DATA USE AGREEMENT**  
**Between**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**and**  
**CITY OF LOS ANGELES**

## Amendment Number 1

THIS AMENDMENT is made and entered into on \_\_\_\_\_,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and CITY OF LOS ANGELES  
(hereafter "City").

WHEREAS, reference is made to that certain document entitled "DATA USE AGREEMENT BETWEEN COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH AND CITY OF LOS ANGELES", dated July 1, 2019, and further identified as Agreement No. PH-003917, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on December 8, 2015, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments that are consistent with the requirements of the Data Use Agreements (DUAs) that extend the term; and

WHEREAS, the County has been allocated funds from the Centers for Disease Control and Prevention Public Health Emergency Preparedness Cooperative Agreement, Assistance Listing Number 93.074, of which a portion of these has been designated to this DUA; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County, and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon the date of execution for the term July 1, 2022 through June 30, 2027.
2. This Amendment is hereby incorporated into this original Agreement, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as it fully set forth herein.
3. Wherever the term "DPH" is referenced in this Agreement, it shall be deemed amended to state "Public Health".
4. Section V, REIMBURSEMENT, Subsection E, F, G, H, and I shall be added to read as follows:

"E. City shall receive from Public Health, funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2022 through June 30, 2023, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2022.

F. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2023 through June 30, 2024, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2023.

G. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2024 through June 30, 2025, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2024.

H. City shall receive from the Department of Public Health (Public Health) funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2025 through June 30, 2026, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2025.

I. City shall receive from Public Health funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951) for the period of July 1, 2026 through June 30, 2027, which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2026.”

5. Section VII, TERM AND TERMINATION, shall be deleted in its entirety and replaced as follows:

“VII. TERM AND TERMINATION

This DUA is effective upon execution for the period of July 2019 through June 30, 2027, contingent upon availability of funds and may be renewed by mutual agreement and execution of an amendment to the DUA or a new DUA.”

6. Section X, CONTACT INFORMATION, Subsection B shall be amended to read as follows:

“B. Formal Notices for City of Los Angeles

Name: Kristin M. Crowley  
Title: Fire Chief  
Address: 200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California 90012  
Phone: (213) 978-3800  
Email: [lafdfirechief@lacity.org](mailto:lafdfirechief@lacity.org)"

7. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

/ /

IN WITNESS WHEREOF, the parties have caused this Amendment to be  
executed by their duly authorized representative as of the date first above written.

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Title: Director

CITY OF LOS ANGELES

By \_\_\_\_\_  
Name: Kristin M. Crowley  
Title: Fire Chief

APPROVED AS TO FORM  
Michael N. Feuer

By \_\_\_\_\_  
Name: Barak Vaughn  
Title: Deputy City Attorney

ATTEST  
Holly Wolcott  
City Clerk

By \_\_\_\_\_  
Title: Deputy City Clerk

Date \_\_\_\_\_

Los Angeles City Contract No. C-133327-1

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/21)[v.4]**

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> .....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>



## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

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

### **PSC-2. Applicable Law, Interpretation and Enforcement**

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

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

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

### **PSC-3. Time of Effectiveness**

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

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

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

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

#### **PSC-12. Assignment and Delegation**

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

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

#### **PSC-14. Claims for Labor and Materials**

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

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

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

#### **PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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



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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

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

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

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

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

## **PSC-22. Data Protection**

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

## **PSC-23. Insurance**

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

## **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

#### **PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

All documents, information 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.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.



## **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](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

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

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

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

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

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

## Required Insurance and Minimum Limits

Name: FirstWatch Solutions, Inc.Date: 03/24/2022Agreement/Reference: Syndromic Surveillance Software

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 (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

#### ☒ **General Liability** \$1,000,000 per occurrence/\$2,000,000 aggregate. City must be named as additional insured

1,000,000☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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

#### ☒ **Professional Liability** (Errors and Omissions)

1,000,000Discovery Period See note #1

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

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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

#### ☐ **Crime Insurance**

Other: Submitted to Cyndi Del Poso 213-978-3746 on March 24, 20221. Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach.