

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 07/26/24

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Los Angeles Police Department (LAPD)

CONTACT PERSON: James Aceron PHONE: (213) 486-0112

CONTRACT NO.: C-145843 COUNCIL FILE NO.: 24-0018

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Peregrine Technologies, Inc.

TERM OF CONTRACT: Upon
Execution THROUGH: 06/01/27

TOTAL AMOUNT: \$2,793,750.00

PURPOSE OF CONTRACT:

To aid LAPD in implementing "Project Blue Light," which aims to prevent, mitigate, and investigate organized retail crime/theft. This contract will provide a real-time decision and operations management platform to aid in the above statement.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PROFESSIONAL SERVICES AGREEMENT

Contractor: PEREGRINE TECHNOLOGIES, INC.

**Title: REAL-TIME DECISION AND OPERATIONS MANAGEMENT
PLATFORM FOR PUBLIC SAFETY AGENCIES
STATE BUDGET ACT OF 2022 – ORGANIZED RETAIL THEFT
PREVENTION**

Said Agreement is Number C-145843 of City Contracts

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ATTACHMENTS

Attachment A	Standard Provisions for City Contracts (Rev. 6/24 [v.1])
Attachment B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Attachment C	Certification Regarding Lobbying
Attachment D	Certification Regarding Drug Free Workplace Requirements
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AGREEMENT NUMBER C-145843 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
PEREGRINE TECHNOLOGIES, INC.

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through the Los Angeles Police Department (“LAPD” or “Department”), and Peregrine Technologies, Inc, a Delaware corporation (the “Contractor”).

WITNESSETH

WHEREAS, the California Board of State and Community Corrections has provided financial assistance to the LAPD through its Budget Act of 2022 Organized Retail Theft Prevention Program (the “Grant”) in the amount of \$15,650,000.00 (the “Grant Funds”), such Grant being administered by the Corrections Planning and Programs Division (“Grantor”) and having been accepted by the Los Angeles City Council (Council File No. 24-0018); and

WHEREAS, the Grant is being provided to support the LAPD’s efforts in preventing and responding to Organized Retail Theft (ORT), motor vehicle or motor vehicle accessory theft, or cargo theft. Through this funding, the LAPD will implement Project Blue Light, which aims to prevent, mitigate and investigate these types of crimes and use an evidence-based strategy built on collaborations with businesses across the City; and

WHEREAS, the LAPD Information Technology Bureau will use a portion of the grant to purchase the Peregrine® System, a decision and operations management platform that will curate real-time information for officers and detectives, so they can deploy better strategies and make accurate, high-conviction decisions to keep communities safe and ensure accountability across the Department; and

WHEREAS, the performance period for the Grant is from October 1, 2023 to June 1, 2027; and

WHEREAS, the services required are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City’s interests; and

WHEREAS, the City and the Contractor each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (Council File No. 24-0018, 3/18/2024); 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 as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Peregrine Technologies, Inc., having its principal office at 71 Stevenson Street, 7th Floor, San Francisco, California 94105.

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, CA 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

And:

Officer in Charge
Grants Section
Los Angeles Police Department
100 West First Street, Suite 1061
Los Angeles, California 90012
Email: grants@lapd.online

2. The representative of the Contractor shall be:

Nick Noone, CEO
Peregrine Technologies, Inc.
71 Stevenson Street, 7th Floor, San Francisco, CA 94105
(650) 619-0046
Nick@peregrine.io

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five working days of said change.

§103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. The Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City pursuant to Section 401 of this Agreement and the Standard Provisions for City Contracts (Rev. 6/24 [v.1]), attached hereto as Attachment A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Attachment B and made a part hereof. The Contractor hereby

certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

- C. Certification and Disclosure Regarding Lobbying attached hereto as Attachment C and made a part hereof. The Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. The Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification Regarding Drug Free Workplace Requirements attached hereto as Attachment D and made a part hereof. The Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- E. City Ethics Commission Form 50, attached hereto as Attachment E and made a part hereof. The Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- F. City Ethics Commission Form 55, attached hereto as Attachment F and made a part hereof. The Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- G. Award Conditions, attached hereto as Attachment G and made a part hereof. The Contractor hereby acknowledges that the services are funded by federal grant funds, and, notwithstanding anything to the contrary in this Agreement, Contractor hereby agrees to comply with the terms and provisions set forth in Attachment G, Award Conditions.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on upon execution by all parties and end December 31, 2026 (the "Term"). Said Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §401 herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide the services set forth in, and in accordance with, this Section 202 and Attachment H, Statement of Work and Payment Schedule. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Background

Currently, relevant information about Organized Retail Theft is extremely fragmented. Potential leads could result from fingerprints, cell phone data, National Integrated Ballistic Information Network (NIBIN) hits if firearms are involved, witness statements, traffic citations, Automated License Plate Recognition (ALPR) scans, fixed video footage from retailers' surveillance cameras, or even handwritten reports.

The Contractor has streamlined this process. By dynamically integrating, securing, modeling, and transforming data, the platform automatically connects information together, so the process described above is near instantaneous and seamless.

B. Contractor Services

During the term of this Agreement, Contractor shall provide the following services in accordance with Section H, Scope of Work and Payment Schedule.

III.
PAYMENT

§301. Compensation and Method of Payment

- 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 Two Million Seven Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars (\$2,793,750.00), including state and local taxes. The foregoing fee represents the maximum compensation that may be paid by the City to the Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by the Contractor in accordance with Section H, Scope of Work and Payment Schedule.
- B. Each invoice shall be submitted on the Contractor's letterhead. Invoices shall indicate relevant details about the services rendered, including, but not limited to, date, time (start and end of watch), location, and number of

hours worked. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has approved the work received. The City shall have a reasonable amount of time following the receipt of an invoice to notify the Contractor in writing of any deficiencies in the work received. If the Contractor is not notified of deficiencies during this period, then the work is deemed to be approved. The City shall effect payment within a reasonable amount of time following receipt of an invoice that has been deemed to be approved in accordance with the terms of this Agreement. The Contractor shall submit invoices to the City on a monthly basis. The Contractor's invoices shall include all services from the preceding month for which the Contractor is billing the City and shall be delivered to the City no later than the tenth day of the month following the month in which the services being billed are rendered. All invoices shall be sent to the LAPD through electronic mail to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West 1st Street, Eighth Floor
Los Angeles, CA 90012
itbabcsection@lapd.online

- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of state funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of state grant funds.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. The submission of invoices by the Contractor shall constitute the Contractor's certification that the invoices are true and correct under the penalty of perjury.
- E. The Contractor agrees to offer the City discounted terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms. The Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner

consistent with professional standards practiced among those firms within the Contractor's profession, doing the same or similar work under the same or similar circumstances.

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

§302. Ratification

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

IV.
DATA PRIVACY

- §401. Data Ownership. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

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

§402. Data Protection

- A. Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by

Contractor during the scope of conducting background investigations for City.

- B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been return to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data.

§403. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not 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 compliance.

§404. Confidential Information. Contractor understands that all original material, and personal information disclosed by City whether written or readable by machine,

including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by City. The provisions of this subsection shall survive expiration or termination of this Agreement.

§405. Provision of Data. Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

§406. Data, Development, and Access-Point Location. Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

§407. Data Breach. Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any

event, within twenty-four (24) hours in writing and telephonically 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. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor’s sole cost. At City’s sole discretion, City and/or 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. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor’s invoice for costs associated with breach of security.

- A. Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor’s other indemnification obligations in this Agreement.

§408. Firewalls and Access Controls

- A. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
 1. Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
 2. Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

3. Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

B. Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

1. Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
2. Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
3. Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

C. Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned username 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 will 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 will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

§409. Right of Audit by City. Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor

agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth in Attachment A, Standard Provisions for City Contracts (Rev. 6/24 [v.1]).

§410. Written Information Security Policy. Contractor shall 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 employees and contractors 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 business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

§411. Change in Service. Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

V.
STANDARD PROVISIONS

§501. Standard Provisions for City Contracts (Rev. 6/24 [v.1])

The Contractor must comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 6/24 [v.1])*, attached hereto as Attachment A and incorporated herein by this reference.

§502. Border Wall Bid Disclosure

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampLA.org.

§503. False Claims Act

The Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$11,000.00 per false claim. The Contractor shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving Grant funds.

§504. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

The Contractor shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The Contractor shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 404 with regards to laws, rules and regulations “as applicable” (or a variation thereof) to the Contractor, it shall be construed to mean “as applicable” to the Contractor as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

1. Uniform Requirements for Federal Awards

The Contractor shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 et al.

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, the Contractor shall adhere to the applicable rules and regulations of the Single Audit Act, 31 U.S.C. Sec. 7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

3. Americans with Disabilities Act

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. The Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

The Contractor shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, the Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Attachment C and incorporated herein. No funds will be released to Contractor until the Certification is filed. The Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Attachment C is true and correct as of the date of execution of this Agreement.

The Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which

materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by the Contractor. The Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the Grantor and the City may deem necessary, the Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. The Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all the Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records (including any and all documents), in their original form, shall be maintained in accordance with requirements prescribed by the City and the Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Such records shall be retained for a period of five years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. The Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

7. Labor

The Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements

and standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Contractor shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201) as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

None of the funds paid under this Agreement shall be used to promote or deter union/labor organizing activities in accordance with Government Code §16645 et seq.

8. Civil Rights

The Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-

discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against the Contractor or any of its subcontractors being funded with Grant Funds, or the Contractor or any of its subcontractors settles a case or matter alleging such discrimination, the Contractor will forward a copy of the complaint and findings to the City. If, during the past three years, the Contractor has been accused of any such discrimination, the Contractor shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City.

The Contractor will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). The Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

The Contractor shall comply, and ensure that its subcontractors comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), and the Juvenile Justice and Delinquency Prevention Act, or the Victims of the Crime Act, as appropriate.

9. Environmental

The Contractor shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq., P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a

result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The Contractor shall also comply, as applicable, with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

The Contractor shall comply, as applicable, with, and provide any information requested by the Grantor and the City to ensure compliance with, the following laws and regulations; (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) Section 306 of the Clean Air Act (42 U.S.C. 1857(b)) and Section 508 of the Clean Water Act (33 U.S.C. 1368) (g) Environmental Protection Agency regulations (40 CFR part 15); (h) mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-63).

The Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. The Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of the City and the Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If applicable, the Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the City for review. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological

resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

The Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Contractor shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

The Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

The Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, the Contractor warrants that it is in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

The Contractor shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

The Contractor shall comply with the applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

10. Preservation

The Contractor shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C.

§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

11. Suspension and Debarment

The Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and the Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Attachment B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. The Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Attachment B is true and correct as of the date of execution of this Agreement. The Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. The Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

The Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, the Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Attachment D and incorporated herein by reference. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Attachment D is true and correct as of the date of execution of this Agreement.

13. Miscellaneous

The Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded

animals held for research, teaching, or other activities supported by these Grant Funds and P.L. 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this Grant Award. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). The Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

B. Statutes and Regulations Applicable To This Particular Grant

The Contractor shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 49 Code of Federal Regulations (CFR) Part 18 (Uniform Administrative Requirements for Grants); 23 CFR Part 1200 (Uniform Procedures for State Highway Safety Grant Programs); 23 U.S.C. Chapter 4 (Highway Safety Act of 1966, as amended).
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and

Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

4. Technology Requirement:

(a) The Contractor shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for the project funded by this Agreement. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.

(b) For any information technology system funded by this Agreement, the Contractor shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable. The Contractor shall comply with all applicable DOJ information technology standards.

(c) All equipment and software purchased or developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

5. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, the Contractor shall ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

6. The Contractor shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). The Contractor

understands and agrees that it, and any of its employees or subcontractors may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- (b) Procure a commercial sex act during the period of time that this Agreement is in effect; or
- (c) Use forced labor in the performance of this Agreement.

The Contractor understands and agrees that the City and/or the Grantor may unilaterally terminate this Agreement, without penalty, if the Contractor:

- (d) Is determined to have violated a prohibition identified in this paragraph 6, subparagraphs a, b, or c; or
- (e) Has an employee who is determined by an agency official authorized to terminate this Agreement to have violated any such prohibition through conduct that is either:
 - (i) associated with performance under this Agreement; or
 - (ii) imputed to the Contractor or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by the Grantor at 2 CFR Part 3000.

The Contractor further understands and agrees that:

- (f) It must inform the City immediately of any information received from any source alleging a violation of a prohibition in this paragraph 6, subparagraphs a, b or c;
- (g) The City's and/or the Grantor's right to terminate unilaterally as described in this paragraph 6 implements Section 106(g) of the TVPA, and that the right of the City and the Grantor to terminate this Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Agreement and the Grant.
- (h) For purposes of this paragraph 6:

- (i) “Employee” means either:
 - 1. an individual employed by the Contractor who is engaged in the performance of the project or program under this Agreement; or
 - 2. another person engaged in the performance of the project or program under this Agreement and not compensated by the Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- (iii) “Private entity” means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
- (iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended.

- 7. The Contractor agrees to cooperate with the City and the Grantor with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by this Grant.
- 8. The Contractor shall comply with all applicable confidentiality statutes, regulations and requirements, including but not limited to, 42 U.S.C. §3789g, as applicable; 28 CFR Part 22 et seq., as applicable; the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance.

The City and the Contractor will exchange various kinds of information pursuant to this Agreement. That information may include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department; the California Board of Corrections, the California Department of Social Services; the California Department of Education; the County Welfare Department(s); the County IV-D Directors Office of Child Support; the Office of the District Attorney; the California Department of Mental Health; the California Office of Community Colleges; and the Department of Alcohol and Drug Programs. The City and the Contractor agree that:

- (a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- (b) Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- (c) Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- (d) Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- (e) If the City or the Contractor enters into an agreement with a third party to provide services, the City or the Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no

event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers or employees.

- (f) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation.
- (g) Notwithstanding any of the foregoing, the Contractor shall not disclose personally identifying information about victims served with these Grant funds without a prior written release, unless the disclosure of the information is required by a statute or court order. "Personally identifying information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking. Releases must be written, informed and reasonably time-limited and signed by the victim unless the victim is an unemancipated minor or a person with disabilities.

9. The Contractor shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
10. The Contractor shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
11. The Contractor hereby agrees to submit to the City and the Grantor for review and approval, any proposal or plan for Selective Traffic Enforcement Program media-related outreach. City and Grantor approval must be received prior to any obligation or expenditure of Grant funds related to the development of media-related outreach projects.
12. The Contractor shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletins, regarding disclosure of sub-awards and executive compensation.

C. Noncompliance

The Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds payable under this Agreement, and repayment by the Contractor to the City of any unlawful expenditures.

§505. Federal, State and Local Taxes

The Contractor hereby acknowledges and agrees that the compensation payable to the Contractor under this Agreement shall be the total amount payable to the Contractor for its services under this Agreement and that any and all Federal, State and local taxes or levies owed past, present or in the future in connection with the Contractor's services under this Agreement shall be the sole responsibility of the Contractor and not the City.

§506. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 406, the City and the Grantor shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policies

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by this Agreement, the Grantor and the City, at their respective discretion, may copyright the Material. Before copyrighting any Material, the Contractor shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, the Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which the Contractor purchases ownership with Grant Funds paid under this Agreement. The Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation,

documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this Agreement, Contractor hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose.

F. Obligations Binding on Subcontractors

The Contractor shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§507. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§508. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

§509. Contractor Personnel

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. The Contractor shall ensure that the Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in

compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. The Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City. The Contractor shall replace all key personnel with equally or better qualified staff.

The Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve the Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay the Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

§510. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.
- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§511. Press Releases-Public Information, Publications and Markings

The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. The Contractor shall also coordinate press releases with the City and Grantor for maximum impact.

The Contractor agrees to submit to the Grantor and the City for review and approval any curricula, training materials, reports, proposed publications, or any other written materials that will be published, including web-based materials and web site content, through Grant funds at least sixty (60) working days prior to the

targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or the government's expense, shall contain the following statement: *"This document was prepared under a grant from U.S. Department of Justice. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Justice."*

§512. Participation of Small, Minority, and Women's Business

The Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. The Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. The Contractor shall not change any of these designated subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, the Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

- A. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
- B. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
- C. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
- D. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§513. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§514. Notice to City of Labor Disputes

When the Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the Contractor shall immediately give notice thereof, including all pertinent information, in regard to same to the City.

§515. City Evaluation of Contractor's Performance

The City shall conduct an evaluation of the Contractor's performance. As required by the Los Angeles Administrative Code §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the expertise of personnel the Contractor assigns to the Agreement. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

§516. Headings and Captions

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day," all reference to days is to calendar days.

§517. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable laws, statutes and regulations as set forth in §404 and elsewhere in this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§518. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and

information as the City may request pertaining to matters covered by any subcontract.

- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

§519. Compliance with Los Angeles City Charter Section 470(c)(12)

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000.00 or more and requires approval of a City elected official. Additionally, the Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000.00 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to the Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

The Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

VI.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§601. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, the City reserves the right to take any or all of the following actions at its sole discretion:

- A. Notify the Contractor of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to the Contractor until the Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted in Attachment A, Standard Provisions for City Contracts (Rev. 6/24 [v.1]), and is subject to prior City approval;
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. Require the Contractor to secure at its own expense the services of Independent Experts;
- F. Require specific performance progress reports for identified time periods;
- G. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this Agreement; and
- H. Suspend operations in accordance with §503 below of this Agreement.

§602. Notice to Correct Performance

- A. The City may notify the Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of posting, which states the specific performance deficiencies to be corrected.
- B. Within seven business days, the Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.

- C. The Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§603. Suspension of the Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for the Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within seven business days from the date of written City notification, the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of the City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §401 (Insurance) herein. Performance shall not resume without the prior written approval of the City.

§604. Termination of Agreement

- A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving the Contractor thirty (30) days written notice thereof. Upon receipt of said notice, the Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to affect such termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except for excusable delays as provided for under the terms of this Agreement, if the 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, the City may give the Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
3. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the 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 Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the 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.

VII.
ENTIRE AGREEMENT

§701. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§702. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Contractor agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

§703. Waivers

Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be waiver or a breach of any other provision or of a continuing or subsequent breach of the same provision.

§704. Number of Pages and Attachments

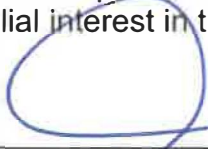
This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes thirty-eight (38) pages and eight (8) Attachments, which constitute the entire understanding and agreement of the parties.


IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives.

THE CITY OF LOS ANGELES

PEREGRINE TECHNOLOGIES, INC.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By:  #27684
DOMINIC H. CHOI
Chief of Police
FSP

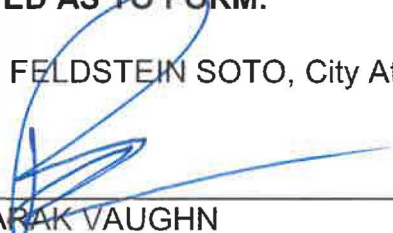
DocuSigned by:

C23E48B6A32B478...
By: _____
NICK NOONE
CEO/Secretary

Date: 7/26/2024

Date: 7/12/2024

APPROVED AS TO FORM:

HYDREE FELDSTEIN SOTO, City Attorney

By: 
BARAK VAUGHN
Deputy City Attorney

Date: 7/26/24

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: 
Deputy City Clerk



Date: 7/26/2024

City Business License Number: 0003428334-0001-9

Internal Revenue Service Tax ID Number: 38-4083465

Council File Number: 24-0018 Date of Approval: 3/18/2024

City Contract Number: C-145843

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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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 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. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

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

CONTRACTUAL REQUIREMENTS**CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

Form Gen. 133 (Rev. 10/17)

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: Peregrine Technologies, Inc.

Date: 07/17/2024

Agreement/Reference: Real-Time Decision and Operations Management Platform for Public Safety Agencies

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

\$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)

\$2,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Submitted to Nancy Cammarata @ LAPD, July 17, 2024

****Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

****For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy**

****No imposed automobile insurance-- contractor must comply with California automobile liability laws.**

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

Peregrine Technologies, Inc.

RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Dayton Killian, Finance & Strategy Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dayton Killian

SIGNATURE

7/12/2024

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

Peregrine Technologies, Inc.

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Dayton Killian, Strategy & Finance Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dayton Killian

SIGNATURE

7/12/2024

DATE

ATTACHMENT D

**CERTIFICATION REGARDING DRUG FREE WORKPLACE
REQUIREMENTS**

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

Peregrine Technologies, Inc.
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

AGREEMENT # _____

Dayton Killian, Finance & Strategy Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dayton Killian
SIGNATURE

7/12/2024
DATE

ATTACHMENT E

CITY ETHICS COMMISSION (CEC) FORM 50

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) Pending	Awarding Authority (Department awarding the contract) Pending Los Angeles Police Department
Bidder Name Peregrine Technologies, Inc	
Address 71 Stevenson Street, Floor 7, San Francisco, CA 94105	
Email Address dayton.killian@peregrine.io	Phone Number 801-455-3467

Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Dayton Killian

Name

Dayton Killian

Signature

Strategy & Finance Manager

Title

04/04/2024

Date

ATTACHMENT F

CITY ETHICS COMMISSION (CEC) FORM 55

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Software for data management for LAPD

Awarding Authority (Department awarding the contract): _____

Bidder Name: Peregrine Technologies, Inc.

Bidder Address: 71 Stevenson St., San Francisco, CA 94105

Bidder Email Address: dayton.killian@peregrine.io Bidder Phone Number: 801-455-3467

Schedule Summary

Please complete all three of the following:

<p>1. SCHEDULE A – Bidder’s Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check “Yes”, Schedule A is required.)</i></p>	<p>Yes</p> <input checked="" type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check “Yes”, Schedule B is required.)</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>2</u></p>		

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

<p><u>Dayton Killian</u></p> <p>Name</p> <p><u>Strategy & Finance Manager</u></p> <p>Title</p>	<p><u>Dayton Killian</u></p> <p>Signature</p> <p><u>07/12/2024</u></p> <p>Date</p>
--	--

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Nick Noone Title: Co-Founder, CEO
 Address: 71 Stevenson St., San Francisco, CA 94105

Name: Benjamin Rudolph Title: Co-Founder, CTO
 Address: 71 Stevenson St., San Francisco, CA 94105

Name: William Wheeler Title: COO
 Address: 71 Stevenson St., San Francisco, CA 94105

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

ATTACHMENT G

AWARD CONDITIONS

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

ATTACHMENT H

SCOPE OF WORK AND PAYMENT SCHEDULE



Scope of Work Presented to the Los Angeles Police Department

Peregrine Technologies, Inc.

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Executive Summary

Our Software

Peregrine provides a secure, interoperable, CJIS-compliant software platform (“the platform,” “our platform,” “the Peregrine platform”) that empowers government organizations to make faster, more precise, and more informed decisions in real time. Our platform can integrate data of any type, from any source, at any scale to make it immediately useful to users of any level of technical background. The Peregrine platform eliminates hours of manual, error-prone, and complex data processing so that Los Angeles Police Department (LAPD) personnel can focus on surfacing accurate insights, accelerating operations, and making confident decisions based on trustworthy data assets. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

The Peregrine software “platform” refers to the totality of applications (“applications,” “front-end applications,” “apps”) and features that Peregrine offers. The platform comprises the following “applications,” each of which is described in more detail in the body of this document.

- Extract-Transform-Load
- Search
- Map
- Network
- Dashboards, Reports, and Charts
- Mobile application (IOS, Android)

The platform and its constituent applications provide intuitive user interfaces that will enable personnel to efficiently leverage data across a variety of use cases, including but not limited to:

- agency-wide search and information retrieval; including simple search as well as complex, multi-faceted queries that utilize keywords, Boolean logic, and other parameters.
- real-time situational awareness, alerting, and analysis
- investigations
- resource planning and optimization
- executive reporting, dashboarding, and requests for information
- secure collaboration within and across departments
- transparency and community engagement



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Peregrine's LAPD deployment will support the COMPSTAT and Commercial Crimes Division. Peregrine's platform will be available to all members of the department, and we anticipate will be scaled to a variety of additional units over the initial three-year contract term.

Peregrine's software and implementation methodology are specifically designed to evolve with customer needs and priorities. Peregrine will work closely with LAPD end users to incorporate useability, design, and feature feedback throughout the life of the engagement. Additionally, Peregrine will tailor training and support to user roles and functions to allow both technical and non-technical staff to best leverage the software for their jobs.



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Peregrine for the Los Angeles Police Department

Our Background

Peregrine was founded in 2017 with the goal of empowering law enforcement agencies, like the LAPD, to make data-driven decisions in real time. Today, Peregrine is a rapidly growing technology company that is committed to advancing public safety and providing a solution that helps law enforcement solve their most difficult problems.

Our professional team has extensive experience working as, or directly with, officers, analysts, investigators, administrative personnel, executive staff, and senior leaders.

Core Peregrine Use Cases for LAPD

Peregrine is partnering with the LAPD to support two core areas of focus in the initial scope: (1) enabling dynamic COMPSTAT and other reporting and (2) countering organized retail theft.

Supporting Dynamic COMPSTAT and Other Reporting

Peregrine's reporting, dashboarding, and presentation applications will allow LAPD to have real-time, dynamic information regarding incidents and trends across its jurisdiction and to migrate away from the legacy CAMS solution.

COMPSTAT in Peregrine will allow users to move fluidly between aggregate statistical information and drill-downs into the individual data points such as calls for service, cases, and arrests that make up the aggregate picture. Additionally, because Peregrine will integrate and automatically link data from other sources such as evidence, ALPR, and body worn video camera footage, users will be able to immediately gain full context on a given call, case, or arrest.

ANY AND ALL DATA, INCLUDING, BUT NOT LIMITED TO, BODY WORN VIDEO CAMERA FOOTAGE, IS STRICTLY THE PROPERTY OF LAPD AND CANNOT BE SHARED, DISSEMINATED, OR USED WITHOUT EXPRESS AUTHORIZATION AS DEFINED HEREIN BY PEREGRINE AND ANY OF ITS THIRD-PARTY VENDORS OR ANY ENTITY. LAPD OWNS ALL DATA (Refer to Section IV, Data Privacy, of the Agreement).

This will provide LAPD with timely, reliable, and actionable information to form the basis of its approach to COMPSTAT and other reporting and briefing efforts that utilize in-scope data sources such as Crime Control Briefings that have historically been conducted in CAMS. LAPD will have full control over the approval and dissemination of any such reports created in Peregrine.

Peregrine's reporting, dashboarding, and presentation applications are fully configurable to support real time information needs, periodic inspection period briefs, and sub-jurisdictional reporting (e.g., by area command, block-by-block). Reports and dashboards can easily be configured by temporal, geospatial, data type (e.g., calls for service vs. arrests, specific crime codes or groups of crime codes), and user profiles. Commanding Officers, Detectives, Patrol, ACCIC, and specialized units will each have different



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information needs – Peregrine will enable them to have views and information tailored to their priorities and areas of interest.

Additionally, Peregrine can layer in officer field activity on top of crime trend data to help ask and answer questions regarding agency efficiency and effectiveness. LAPD will decide on and approve any methods or approaches for measuring efficiency and effectiveness. The Peregrine platform will make it easier to compile data for use in that methodology. By layering in information regarding officer time allocations, their activities (e.g., calls responded to, field interviews conducted, reports written, etc.) alongside of changes in crime rates and trends, LAPD will be able to continually measure the impact and effectiveness of its resource allocation and crime prevention strategies and make data-informed adjustments to those strategies.

Overall, Peregrine will reduce the time, effort, and technical training needed to compile reporting information and increase the flexibility and dynamism of the reporting of common and frequent reports and enable the creation of public facing dashboards for greater community transparency. By combining disparate data sources, the Peregrine platform will help LAPD staff shed light on the most effective strategies and initiatives for combatting core issues facing Los Angeles neighborhoods.

Officers, Command Staff, & Analysts can collaborate on all COMPSTAT and mission related products, working through investigations and operations together in one source. LAPD users can create collaborative case folders to manage investigations and other projects while retaining full control over access to any such information, information retention policies, and the ability to upload ad-hoc information into Peregrine.

Combatting Organized Retail Theft (ORT)

ORT poses a uniquely complex set of challenges to municipal public safety agencies. Crimes often involve networks of perpetrators employing a wide variety of tactics and strategies. This complexity calls for interagency coordination and the use of powerful, sophisticated tools to uncover critical leads.

LAPD users who are specifically tasked with ORT prevention efforts will have access to the Peregrine platform and will be able to monitor trends in ORT, investigate individual ORT cases, and track and report overall ORT statistics back to the State of California.

Peregrine can empower departments to better evaluate any single instance of retail theft while continuously examining higher-level patterns and trends. The platform simplifies the process for detectives seeking answers to common questions that arise during the course of an investigation.

Relevant information about ORT is extremely fragmented. Potential leads could result from fingerprints, cell phone data, NIBIN hits if firearms are involved, witness statements, traffic citations, automated license plate recognition (ALPR) scans, fixed video footage from retailers' surveillance cameras, or even handwritten reports. NIBIN information can be ingested into the Peregrine platform either by automated email forwarding or individual user upload. In either method, Peregrine will apply LAPD-defined permissions and access controls to ensure this is done securely and in-line with existing LAPD policies.



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Peregrine has streamlined this process by automating many of the tasks associated with connecting to and ingesting data from a given system and eliminating the need for LAPD IT to create and maintain traditional data interfaces. By dynamically ingesting, securing, modeling, and transforming data, the platform automatically connects information together, so the process described above is near instantaneous and seamless. Peregrine can link a partial license plate to an ALPR scan in real time or link unstructured data (e.g., hand-written reports) in a PDF to a case file from a record management system (RMS). Any information that's integrated into Peregrine is transformed by making connections to other relevant data clear (e.g., displaying the connections between a case, the call for service that generated that case, and the suspects, victims, witnesses, and vehicles involved) – giving patrol officers, investigators, and analysts the context they need to move cases forward efficiently and with precision, avoiding previous manual and time intensive processes.

The Peregrine Platform

Peregrine provides a secure, interoperable, CJIS-compliant software platform (“the platform,” “our platform,” “the Peregrine platform”) that empowers government organizations to make faster, more precise, and more informed decisions in real time.

The Peregrine software “platform” refers to the totality of applications (“applications,” “front-end applications,” “apps”) and features that Peregrine offers. The platform comprises the following “applications”, each of which is described in more detail in the body of this document. Additionally, screen shots of those applications can be found in Appendix C – Peregrine Application Examples.

- Extract-Transform-Load
- Search
- Map
- Network
- Dashboards, Reports, and Charts
- Mobile application (IOS, Android)

Peregrine provides an efficient method for turning large amounts of raw data into actionable information. The Peregrine platform is comprised of several key features including data extraction, transformation, and loading (ETL), search and information discovery, advanced analytics, data management, reporting, data sharing, access control, audit logging, and security.

ETL

Peregrine’s software includes fully-integrated extract, transform, and load application includes features that enable Peregrine to ingest raw data from customer sources systems and make it available as cleaned, modeled, and intuitive information in Peregrine’s front-end applications.

Peregrine’s ETL features allow for a given data pipeline to be configured appropriate to the underlying system, its data, and customer preferences. For example, the frequency at which Peregrine pulls data from a given system can be set to run in real-time, hourly, daily, weekly or any other cadence.



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Additionally, all data transformations and pipelines are versioned – allowing reversion to ETL rules and data state if needed at no additional cost.

Alerting and Notifications

The Peregrine platform offers alerting and notification features that allow users to receive real-time notifications when events occur, evolve, or when new data enters the Peregrine platform. Notifications and alerts are configurable in geographical contexts (e.g., example, a user can draw a polygon around a neighborhood and set an alert if types of activity occur within the defined area) or using links (e.g., a user can set an alert when persons meet a threshold for frequent offender status as defined by LAPD). Peregrine’s alerting technology can notify users or user groups via in-platform alerts, email, text, or push notification on a mobile device.

Search Application

Peregrine’s search and information discovery capabilities make all relevant information immediately accessible.

Officers can quickly navigate through vast amounts of data with “universal search”, including on mobile devices. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows across otherwise siloed data sources (e.g., cases, calls for service, evidence, ALPR, hand written documents, etc.)

Map Application

Peregrine's Map application is used to explore all data in the platform in a geospatial context. The Map includes features to search, filter, or visualize data of any type or format. If data can be represented geospatially, Peregrine can display and analyze that information in a real-time or near-real-time geographical context.

The Map is designed for geographic contextual and situational awareness, allowing users to explore and answer specific questions with precision. The Map is intuitive for personnel of various technical skill levels whether they are consuming a pre-built map, conducting ad-hoc searches, or creating complex geospatial products from scratch.

Peregrine is able to integrate layers and other information from customer geospatial repositories such as ESRI ArcGIS. Additionally, Peregrine can integrate with industry-standard geocoding solutions, such as the Google geocoding API, to accurately geocode location and address information.

Peregrine’s Map application will support LAPD’s real-time operations needs by surfacing real-time data across multiple systems. This will allow LAPD to respond quickly to emerging critical incidents and provide situational awareness to officers in the field.

Within the Map application, LAPD users will be able to access all in-scope sensor data (e.g., CCTV, ALPR, unit and officer locations) and other in-scope sources (e.g., RMS, CAD, evidence, etc.). This enables LAPD



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users to go to one place to create a fully featured, collaborative real-time common operating picture across incidents and add additional analysis and investigative material (e.g., when a shooting occurs, quickly search and display all people with nearby residential addresses that have been connected to firearm related crimes).

Network Application

Peregrine's platform includes the Network application — a visual application that allows people to explore connections between data such as persons, vehicles, cases, documents, and many other entity types. The Network Graph aids in the discovery and visualization of links between otherwise disconnected data and allows users to build network visualizations or conduct multi-layered drill- down analysis.

Dashboards, Reports, and & Charts Applications

Peregrine's Dashboarding, Reports, and Charts applications enable users to build advanced visualizations including time-series comparisons, diagrams, and tabular summaries, backed by multiple underlying information sources that are accessible in one place. Dashboards can be configured to update in real-time or can be distributed as scheduled reports on a periodic cadence. Chart and dashboard visualizations are directly connected to all underlying data in the platform, empowering users to perform drill-down analysis from high-level statistics to the most granular information within the same interface.

Using a variety of analytical (e.g., heat grids to display time of day, day of week analysis) and filtering features (e.g., histograms that group results into categories), users can understand and surface trends over time. Through an intuitive interface, users can analyze how, for example, calls for service or types of incidents vary by day of week or time of day, over specific shifts, or across various locations. As a result, LAPD can make more informed, data- backed resourcing decisions to prevent and reduce crime effectively.



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Core Operating Principles

PROTECTION OF PRIVACY AND CIVIL LIBERTIES

The Peregrine platform provides features for secure collaboration and sharing that will enable the LAPD to build deeper, more trusting partnerships with local and regional stakeholders and communities. The platform's granular access and usage control capabilities prevent unauthorized (e.g., users cannot access other officer's body worn camera footage) or inappropriate use (e.g., users must enter a case number or reason code for accessing ALPR) or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Peregrine is built with security, transparency, and accountability as founding principles. The platform meets or exceeds CJIS and 28 CFR part 23 compliance requirements. The platform is fully auditable, and actions taken within the platform are trackable and traceable, reinforcing accountability and transparency. The LAPD holds sensitive data on behalf of the public and Peregrine's consistent, always-on security controls are applied to each data record that propagate throughout the platform any time data records are moved, transformed, or processed. Peregrine has built security features into every aspect of its platform utilizing an industry-leading, fully secure cloud environment. All customer data integrated into the Peregrine platform is encrypted at rest and in transit using transport layer security (TLS) 1.2 protocols.

Additionally, all Peregrine staff that will work on this project or have access to LAPD data undergo training on CJIS compliant data hosting, access, and transmission. Peregrine staff must sign an agreement acknowledging their understanding of this policy and the training.

Peregrine personnel are not permitted to access criminal justice information without CJIS compliant acknowledgement. Any additional Peregrine staff that may be added to the project over time will abide by this process.

For more information, please see *Appendix A: Privacy, Civil Liberties & Security*.

OPENNESS & INTEROPERABILITY

Openness and interoperability are non-negotiable features for modern organizations, particularly in the public safety domain. Peregrine is fully open, interoperable, and vendor agnostic. The platform integrates data of any type or scale, regardless of whether underlying systems are compatible with one another. Peregrine was designed for complete system interoperability and supports the integration of data from existing and future systems to allow departments to grow and evolve as information and operations change.

Peregrine also delivers an extensive and advanced set of open application programming interfaces (APIs) at no additional cost to ensure agencies can access their data in authorized third party systems as required, and in the format they need. For example, if agencies wish to integrate existing data from Peregrine into Geospatial tools such as ESRI ArcGIS, those 3rd-party tools can leverage Peregrine's API or receive exports of data from Peregrine.



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Peregrine has extensive experience integrating record management systems (RMS), computer aided dispatch systems (CAD), video management systems (VMS), body worn camera (BWC) systems, automated license plate recognition (ALPR) data, shared resources, real-time sensor data, case management systems, evidence management systems, arrest records, search warrant data, subpoenaed data, alarm management data, document management data, and unstructured data such as documents, imagery, and video repositories.

PERMISSION-BASED COLLABORATION & SHARING

By default, LAPD's data will only be accessible to authorized LAPD users. Peregrine can enable data sharing between LAPD and other authorized Peregrine customer agencies with an appropriate Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) in place. Additionally, the Peregrine platform allows authorized LAPD users to share information with outside agencies, generally, if desired. Any sharing of information is subject to permission controls and audit logging required by LAPD policy.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

These features can be enabled or disabled based on LAPD preferences.



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The Peregrine – LAPD Implementation Timeline & Support

Peregrine’s software platform is deployed within six months, at which point we anticipate that all in-scope LAPD data sources will be integrated, modeled, and available for operational use by authorized LAPD users.

This timeline assumes timely support from LAPD to grant Peregrine necessary network and system access to begin integrating in-scope data sources. At a high level, that entails:

- For on-premise systems – access to the LAPD network, preferably via IP-sec tunnel; and read-only accounts to specific data source systems.
- For 3rd-party cloud systems – permission and credentials to interact with data source system APIs.

The Peregrine team understands that deployment methods can be as important as the software itself. The implementation team chosen for this project has worked side-by-side with law enforcement customers on many occasions to ensure agencies realizes value from their investment.

Peregrine utilizes an Agile Project Management (“agile”) implementation approach, which entails close, continuous collaboration and coordination with LAPD staff and end users. Our delivery model is predicated on a phased, programmatic approach to adding data integrations, training officers, and growing the power of the system through interagency sharing so that Peregrine can quickly deliver measurable efficiency gains, cost savings, and operational value to the LAPD as our partnership develops.

Peregrine seeks to create a dynamic of mutual trust, transparency, and clarity with our customers through the provision of clear milestones, metrics, and timelines. As desired, Peregrine will provide LAPD with periodic reports on project progress and measurements of efficiency and effectiveness gains.

Alignment on Success Criteria. The LAPD Peregrine project will begin with an articulation of LAPD’s current goals, priorities, and outcomes they hope to achieve using the Peregrine platform. Peregrine refers to these as “Success Criteria.”

Peregrine will document LAPD Success Criteria such that they are:

- measurable; and
- aligned clearly with tangible, specific LAPD-defined efficiency and effectiveness outcomes; and
- aligned clearly with how specific in-scope data sources will be utilized with Peregrine platform features and applications.

Success criteria allow us to concentrate on LAPD’s top priorities and deliver value and maintain mutual alignment with LAPD throughout the project.

Please find a success criteria example below based on initial scoping discussions with the LAPD COMPSTAT team.



Our synthesis of initial data and product deliverables: Two-phased approach				
Phase	Success Criteria	Key Data Integrations Required for Success*	Required Product Enhancements for Success	Next Steps
<p>1 Foundation Enable you to successfully recreate and transition COMPSTAT away from CAMS</p>	<ul style="list-style-type: none"> COMPSTAT unit successfully transitions to Peregrine Peregrine saves analyst hours compiling data pack Geo-specific analysts can use Peregrine to support their basic and advanced querying Analysis comfortable briefing the Chief on COMPSTAT produced in Peregrine 	<ol style="list-style-type: none"> Network connectivity CAMS (Oracle DB) – incidents, arrests, CFS, traffic collisions, recovered vehicles, etc. Motorola P1 RMS 	<ul style="list-style-type: none"> Editable geocoding Search by link type Analyst product preparation workflows (e.g., dataset curation & tagging) Saved searches 	<ul style="list-style-type: none"> Confirm alignment on deliverables for Phase 1 of deployment with LAPD team – <i>DONE on 11/16</i>
<p>2 Scale Systematically enhance, automate, and productize the most tedious parts of your COMPSTAT and strategic analysis workflows</p>	<ul style="list-style-type: none"> Peregrine supports automation of your priority work products— e.g., missions, division-level reporting [To be elaborated upon] 	<ol style="list-style-type: none"> Fis & Citations (housed with ADSD) AVL (housed with Motor Transport) APIMS – property & evidence system Evidence.com – digital evidence AFDR And more ... 	<ul style="list-style-type: none"> Enhanced list-based PDF exports Annotations and legends on charts, dashboards, and decks Enhanced templates & Mission generation 	<ul style="list-style-type: none"> Re-visit and refine after making progress on Phase 1 of deployment

Training Approach. At Peregrine, we deliver a unique approach to training and user adoption that ensures everyone in the agency achieves maximum value from the platform. Our various training programs include on-site classes, remote classes, on-site deskside sessions for individual users, scheduled webinars, in-field training, and various video and written content made available through the fully-featured, web accessible Peregrine Learning Management System.

Implementation Team. Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The team will provide continuous support and collaborate closely with LAPD to provide use case development, data modeling, data integration, training curriculums, use case/workflow development, and continuous support. This team is committed to ensuring that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose and generates outsized value for LAPD personnel and stakeholders.

Implementation Model. The implementation of the Peregrine platform for LAPD will consist of six steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within six months.



Milestone	Delivery	Deliverable
1 – Project Discovery Phase	Weeks 1-2	<ol style="list-style-type: none"> 1. Determine priority order of data integrations and user groups 2. Facilitate Peregrine team access to data sources and initial users for scoping purposes 3. Success Criteria Scoping and agreement 4. Pre-deployment IT Kickoff with IT team 5. Align on project team, steering committee, and confirm timeline 6. Peregrine will confirm provision of necessary network and system access
2 – Development, Configuration, Data Integration, and Data Migration	Weeks 3-6	<ol style="list-style-type: none"> 1. Deploy the Peregrine platform 2. Secure network and data access 3. Extract data from data systems within scope 4. Structure and map data across multiple disconnected data sources to single data models that represent the key information within LAPD systems 5. Ingest, integrate, transform, model, and validate data sources 6. Configure permission controls 7. Begin user discovery meetings and introduce platform to the first set of users 8. Conduct 45-day steering committee review
3 – Unit testing, integration testing, system testing, user acceptance testing, and performance testing	Weeks 7-11	<ol style="list-style-type: none"> 1. Data quality assurance testing 2. Workflow opportunity identification 3. Initiate key stakeholder user training 4. Develop and implement user and team- specific workflows 5. Continue collecting feedback and improve user workflows 6. Identify operational success stories on platform impact 7. Conduct 90-day steering committee review (quarterly thereafter)



4 – Training for end-users and administrators	Weeks 12-16	<ol style="list-style-type: none"> 1. Create training plan leveraging the following types of training offered by Peregrine’s training team: <ol style="list-style-type: none"> a. In Person training b. Live webinar training on specific topics of interest c. On Demand training pipeline for new hires 2. Create regular cadence of in person trainings to create regular touchpoints with new officers and other partners across LA County
5 – Production Cutover & Sustainment	Week 16 & Beyond	<ol style="list-style-type: none"> 1. User adoption and metrics tracking 2. Advanced training 3. Tracking new hires and ensure they are introduced to the platform and receive initial training. 4. Scoping custom application development

Data sources. As part of the implementation for LAPD, Peregrine will integrate and model the following data sources within our initial scope:

Scope Component	Scope Definition			
Peregrine Relationship Support (necessary to deliver excellence across all Scope):	<p>Scope and Price Includes Deployment Strategy, Configuration & Training:</p> <ul style="list-style-type: none"> • Fully-dedicated Sr. Deployment Strategist and Engineer to drive platform configuration & mission impact • Customized initial user adoption & training program developed in partnership with LAPD • Ongoing: Designated Sr. Deployment Strategist & Training team assigned & empowered to ensure LAPD achieves its goals for its Peregrine Deployment, including 13 initial weeks of dedicated onsite training or as required. 			
Peregrine Initial Contracted Deployment Scope (Basis of Initial Pricing)	<p>Peregrine Platform Access for Unlimited Agency Users:</p> <ul style="list-style-type: none"> • Web & Mobile Application Access • Rapid search & correlation across all in-scope data sources (LAPD & external) • Real-time Map, Graph, Table, Network, Chart & Export Capabilities • CJIS Compliant File Sharing & Storage • Configurable inter-agency collaboration & sharing with other Peregrine users • High-value, user import capabilities configured for LAPD environment: Call Detail Records (CDRs), CODS/AFIS, NIBIN, Social Media Warrants <p>Los Angeles Police Department Source System Integrations:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Consolidated Crime Analysis Database (CCAD) • Motorola RMS • PremierOne CAD • Traffic Information Citation System • Automated Property Management System </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Automated Vehicle Location • Automated Officer Location Capture • Field Data Reports (AFDR) • RIPA • DPS • Detective Case Tracking System </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • License Plate Recognition Vendors (Flock, Vigilant, Boss) • CCTV Vendors (Milestone, Genetec) • Axon Suite (incl. Fleet Vehicle, Body Worn Camera, and Evidence.com) </td> </tr> </table>	<ul style="list-style-type: none"> • Consolidated Crime Analysis Database (CCAD) • Motorola RMS • PremierOne CAD • Traffic Information Citation System • Automated Property Management System 	<ul style="list-style-type: none"> • Automated Vehicle Location • Automated Officer Location Capture • Field Data Reports (AFDR) • RIPA • DPS • Detective Case Tracking System 	<ul style="list-style-type: none"> • License Plate Recognition Vendors (Flock, Vigilant, Boss) • CCTV Vendors (Milestone, Genetec) • Axon Suite (incl. Fleet Vehicle, Body Worn Camera, and Evidence.com)
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Future Scope to Be Supported as Part of 3-Year Contract	<p>Los Angeles Police Department Source System Integrations:</p> <ul style="list-style-type: none"> • Transition to Motorola Record Management System • Inclusion of additional ALPR cameras once procured and implemented (current pricing assumes 60-day ALPR retention and 2,000,000,000 annual ALPR detections. If detections exceed 2BN, pricing will require revisit. 			



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Peregrine's implementation team will work with LAPD on access to appropriate data sources in a timely manner; please note that the timeline for implementation is highly dependent on how quickly the customer can provide network and data source system access.

24/7 Support. Peregrine provides 24 hours a day, seven days a week, 365 days a year technical and operational support before and after the solution's official go-live date.

Users may open a support request within the Peregrine platform or via email to support@peregrine.io. During normal business hours 8am to 5pm Pacific time Monday through Friday most issues are responded to within 4 hours; however, for critical issues, indicated on the ticket status, our 24x7x365 support team rotation will be notified, and a response will be provided within 1 hour.

Any issue is prioritized based on what is being reported (Impact) and how serious the problem to be (Urgency). These issues will be responded to in order of priority based on the following SLA's:

- Priority 1: Production application down or major malfunction resulting in a product inoperative condition. Users are unable to perform their normal functions reasonably. The specific functionality is mission-critical to the business and the situation is considered an emergency. Must provide Priority 1 response within 15 minutes, resolution within 1 hour.
- Priority 2: Critical loss of application functionality or performance resulting in a high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The program is usable but severely limited. Must provide Priority 2 response within 1 hour, resolution within 8 hours.
- Priority 3: Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions. Minor feature/product failure, a convenient workaround exists/minor performance degradation/not impacting production. Must provide Priority 3 response within 4 hours, resolution within 48 hours.
- Priority 4: General question, training request, or further assistance. Must provide Priority 4 response within 48 hours, resolution within 72 hours.



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Project Cost

Platform Pricing

Based on our understanding of the LAPD's needs, Peregrine proposes a firm-fixed-price software license fee of \$2,793,750 for a three-year term. This license includes all ongoing support, data integration maintenance, cloud costs, workflow development, and user training to ensure that the LAPD receives outsized impact from its deployment of Peregrine's software platform. Peregrine does not charge for travel or other miscellaneous expenses.

Peregrine's pricing is predicated on the following principles:

- We do not withhold platform functionality from LAPD. The platform was designed holistically and continues to evolve rapidly to ensure that users can get the insights they need from their data within Peregrine and that value grows over time. Ongoing licensing costs include all Peregrine functionality, including continuous platform upgrades, security hardening, and feature releases at no additional charge to your contracted price.
- We do not limit the number of users at the LAPD who can access Peregrine. We believe Peregrine can make all agency personnel more effective and our pricing model should empower users to adopt the platform. All approved users at the LAPD can access Peregrine's capabilities – you'll never have to pay for additional licenses, seats, user fees, or overages. Anyone who needs Peregrine can use Peregrine.
- We empower our Deployment & Training teams to make our partnership successful. We embed this cost in our pricing to ensure there's no friction in accessing Peregrine expertise to continuously configure the platform to deliver new insights, workflows and support for our partners. Change orders, upcharges for configuration requests, and long delivery timelines are a thing of the past – timely support leveraging the platform to accurately answer important questions is "included" in Peregrine's price as is 24/7 support.
- We price our services based on our estimate of the value that they deliver for an agency. While this value is difficult to measure directly, we think that there are clear proxies that we can measure & we use these to drive our pricing. Peregrine's SaaS license fee includes everything necessary to realize value from the Peregrine deployment – including the significant (and ever increasing) storage and compute costs associated with integrating, storing & modeling a significant number of high volume, high velocity data sources (see Data Sources Table for details).



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The pricing outlined below is based on Peregrine’s current understanding of the LAPD’s anticipated scope of work and objectives.

	Three (3) Year Term
Price to LAPD	\$ 2,793,750
Standard Pricing of Peregrine for Scope Delivered	\$ 5,587,500
Effective Discount (\$)	\$ 2,793,750
Effective Discount (%)	50%
Life of Contract Summary	
Price to LAPD	\$ 2,793,750
Standard Peregrine Pricing	\$ 5,587,500
Total Savings	\$ 2,793,750 (50%)

Milestone Plan & Requirements

Payments will be processed based on key deployment milestones. Peregrine will deliver in a four-phased milestone plan. The initial payment of 10% of the total contract value will be paid within 30 days of contract signature. For remaining milestones, Peregrine will obtain a certificate of completion endorsed by the LAPD for each phase before initiating payment processing.

Project Plan Elements

Phase I – Kickoff & Required LAPD Assistance

In order for Peregrine to successfully integrate data identified in the Professional Services section of this order form and make that data available to users, LAPD shall make all reasonable efforts to:

1. Enable access to the LAPD network within 15 days of project start. LAPD will work with the Peregrine project team to establish an IPSec tunnel that enables access to necessary systems that are hosted within the LAPD’s network boundary.
2. Enable access to the LAPD’s identity and access management (IDAM) solution within 15 days of project start. This will enable synchronization with LAPD user log-in credentials.



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3. Provide read-only accounts to all LAPD managed and hosted systems (e.g., RMS, CAD, Evidence) within 30 days of project start.
4. Provide or facilitate the provision of secure accounts to all third-party managed and hosted systems (e.g., Evidence.com, ALPR) within 30 days of project start.
5. Provide any available documentation such as data dictionaries and schema information to data source systems and make all reasonable efforts to make available LAPD representatives who are familiar with the systems and data therein.

Phase II – Data Integration “Phase”

Once provided any necessary network and/or system access, Peregrine will integrate LAPD data. Once the Peregrine project team has successfully integrated a given data source, Peregrine will submit an Acceptance Form to LAPD which verifies:

1. Peregrine has ingested or otherwise integrated all provided and desired data from a given source into the Peregrine software. If desired, Peregrine may verify this to the LAPD by showing any ingested or otherwise integrated data in the Peregrine software.
2. Peregrine has modeled LAPD data such that it is accessible within the relevant front-end applications of the Peregrine software. If desired, Peregrine may verify this to the LAPD by showing basic search and retrieval of such data in the Peregrine software.

Phase III – User Training “Phase”

Once a logical grouping of data systems has been integrated, Peregrine will schedule initial virtual training sessions with no more than ten (10) users to allow them to verify availability of data and ability to execute representative workflows within the Peregrine software.

LAPD will make relevant users available promptly upon Peregrine request to schedule a training for any completed data systems.

In each Peregrine training session, users will be trained and verify the ability to:

- Search and Discover Integrated Data
 - Enter a date range for a data search
 - Choose a location or area for a data search
 - Choose a data type (e.g., Person, Case, Booking, Vehicle etc.)
 - Execute a keyword data search (e.g., an alias)
 - View search results in:
 - a tabular or list view
 - a map or geospatial view
 - a network graph view



- Select an individual data object (e.g., Person, Case, Call for Service) and view its details in a dossier view
- Create Dashboards and Reports
 - Create tile within the Peregrine Software dashboard application that includes a data type and date range parameters
 - Modify a tile to display results in numerical, list, or map view
 - Create a sample report within the Peregrine Software report application that includes a data type, date range, and display value parameters

Note - not all data is appropriate for each application and user training will reflect this. For example, not all data includes location information and, therefore, is not viewable in a geospatial manner.

Phase IV – 45 Day Reliability “Phase”

Once the initial user training has been conducted for a logical grouping of data sources, , the LAPD and Peregrine will jointly monitor the availability of the Peregrine software and any integrated data for 45 days such that:

- Users can log into the Peregrine software without issue; and
- Trained users can search, discover, and visualize any integrated data without issue.

Peregrine will review any submitted tickets or discovered issues with the LAPD that prevent reliable access to the Peregrine software or integrated data.

	Phase I – Kickoff (Payment Due 30 Days from Contract Signature)	Phase II – Data Integration	Phase III – User Training	Phase IV – 45-Day Reliability Period	Total
Payment % at Completion of Phase per Milestone Plan	10%	45%	30%	15%	100%
Payment \$ at Completion of Phase per Milestone Plan	\$279,375.00	\$1,257,187.50	\$838,125.00	\$419,062.50	\$2,793,750

The above licenses for Peregrine's software can be procured directly through an existing, pre-competed contract with the city of Fremont, CA. The Peregrine platform was selected by Fremont after full and open competition. The awarded contract includes a provision allowing other California government entities to utilize this contract vehicle without the need for additional competitive procedures. For more information, please see Appendix B: Selection Criteria for Fremont RFP.



Appendix A: Privacy, Civil Liberties & Security

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are engrained in the back-end data ETL application and the front-end applications of Peregrine's platform.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

GRANULAR DATA SECURITY, ACCESS, AND USAGE CONTROLS

The Peregrine platform's access and usage control capabilities allow organizations with stringent security requirements to share information with their partners in a deliberate, precise, and auditable manner while preventing unauthorized or inappropriate use of sensitive data.

To accomplish that, the Peregrine platform's security model delivers precision data-handling and multi-level security capabilities that support several vital data security and privacy protections. The platform enables users with multiple and varying access permissions to interact appropriately with data in real-time, seeing only data they are authorized to see and using or sharing it only in ways for which they have authorization.

The Peregrine platform easily integrates with any existing single sign-on provider, ensuring users have a familiar, secure sign-on experience and administrators maintain single-source control over access to multiple applications within the network. The Peregrine platform is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

AUDITABILITY AND LOGGING OF USER ACTIONS

Peregrine logs all user actions that take place within the platform and maintains granular, permissioned audit trails that allow agency administrators to review and analyze all user activity. This provides organizations with comprehensive visibility, simplifies the enforcement of policies and procedures, and enhances internal reviews and investigations.

In each of these areas the Peregrine platform improves on legacy systems, which are often opaque, lack security, and are cumbersome to audit. The platform thus enables organizations to meet rising public expectations for accountability, privacy, transparency, and proper use of data.



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CONTINUOUS SECURITY AND CJIS COMPLIANCE

Peregrine maintains CJIS-compliant policies and procedures for securely storing, handling, and transmitting data. By default, our platform encrypts all data both in transit and at rest and uses secure, government- accredited cloud hosting infrastructure (AWS GovCloud). Peregrine adheres to FIPS 140-2 cryptographic standards.

Peregrine provides modern as-a-service delivery and modernization of its software platform. This means that customers receive regular updates, performance improvements, bug fixes, and security patches on a continuous basis with little to no downtime or systemwide effects.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.



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Appendix B: Selection Criteria for Fremont RFP

BACKGROUND: On August 21, 2020, Fremont Police Department staff issued a Request for Proposals (RFP #21-008) inviting proposals from technology providers to provide, implement and support a data visualization platform for real time operations for the Fremont Police Department. The department sought to capitalize on a wide and expanding range of technologies for efficient, effective, and smart policing. A platform that integrates all data, from incoming 911 calls to nearby community cameras, would provide greater awareness and intelligence to responding officers, improving situational awareness and safety. The RFP presented the requirements necessary to qualify as the technology provider through a Scope of Services that was developed by gathering input from various internal stakeholders within the Police and Information Technology Departments.

DISCUSSION/ANALYSIS: The RFP closed on September 14, 2020. The City of Fremont received ten total proposals. The proposals were evaluated using the following criteria:

1. Review and confirmation of all required submittals with the appropriate authorized signatures, insurance documentation, and potential conflict of interest disclosures;
2. The qualifications of the Provider, including experience and references with California law enforcement agencies.
3. Overall quality and comprehensiveness of responsiveness to the scope of services in the RFP, with an emphasis on functional and technology requirements; and Staff Report (ID # 4278) Meeting of March 2, 2021
4. The total annual cost for a five-year period for the product, implementation, training, service, and maintenance.

Staff reviewed the proposals and determined that numerous vendors were cost prohibitive and thus eliminated from consideration. Three vendors were selected to provide a thorough virtual demonstration of their technology product (Peregrine Technologies, Fusus, and Motorola Solutions). They were selected based on the above criteria, but primarily on the quality and scope of their proposal as it reflected the Fremont Police Department's technology needs.

The candidates were asked to: demonstrate their functional requirements, to include video and camera features, connectivity, and analytics; show an optimal workflow example of a police incident utilizing incident information and available data points and resources; explain prominent features and a road map for future capabilities and enhancements; and show specific data search capabilities and investigative tools and resources, if available. The vendors were also asked to satisfied IT requirements, to include data integration, software updates/releases, system availability, customer services protocols, and necessary CJIS and FIPS requirements.

The range of a five-year total cost proposal was from \$490,000 to \$2,500,000. The three selected candidates listed \$490,000-\$747,500 (five- year total). The review panel consisted of representatives from PD command staff, business services, patrol, dispatch, crime analysis, and the information technology department. Peregrine Technologies was the vendor with the highest overall score by the review panel. Fremont City staff performed reference checks with the San Pablo (CA) Police Department and the Albuquerque (NM) Police Department. Both law enforcement agencies expressed favorable reviews for



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Peregrine Technologies for the team's staff performance, technology platform, responsiveness to requests, innovation, and overall value to the departments' future technology goals.

PIGGYBACK CLAUSE: Fremont Police Department included in the RFP and completed Peregrine contract (21-0113 – Section 28) stating:

28. COMPETITIVE PROCUREMENT SELECTION PROCESS. The competitive procurement selection process by which City of Fremont contracts with Consultant may be acknowledged and used by other California government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Consultant for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Accordingly, the terms, and conditions of this contract executed between City of Fremont and Consultant may be used by other government entities to contract with Consultant for the same or substantially similar product(s) and service(s) under either the same or a separate contract; provided for clarity that the pricing applicable to other government entities may differ depending on the nature of Consultant's engagement with such government entity.

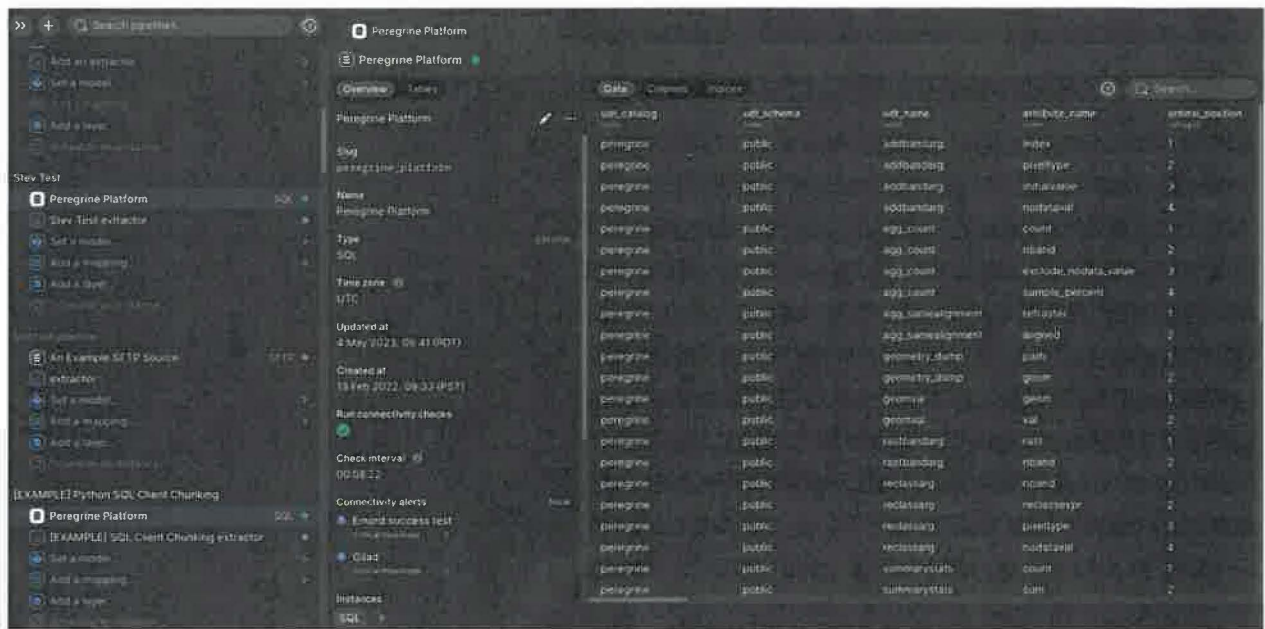


Appendix C – Peregrine Application Examples.

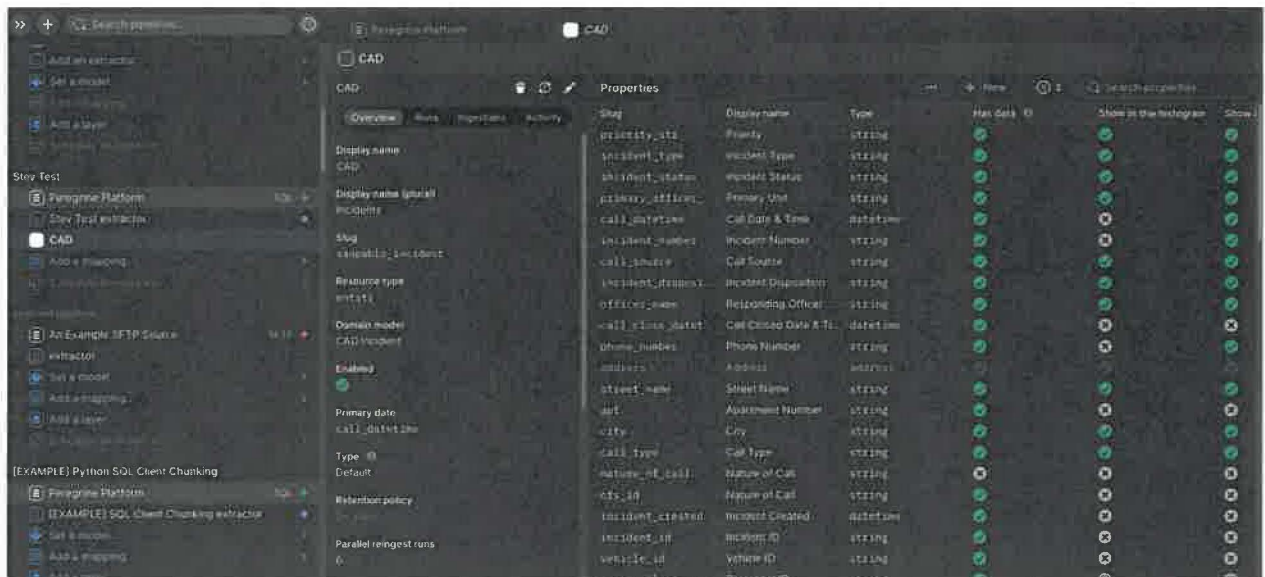
All images below are notional and utilize notional data

Extract-Transform-Load Application

Data Pipeline Creation and Monitoring View



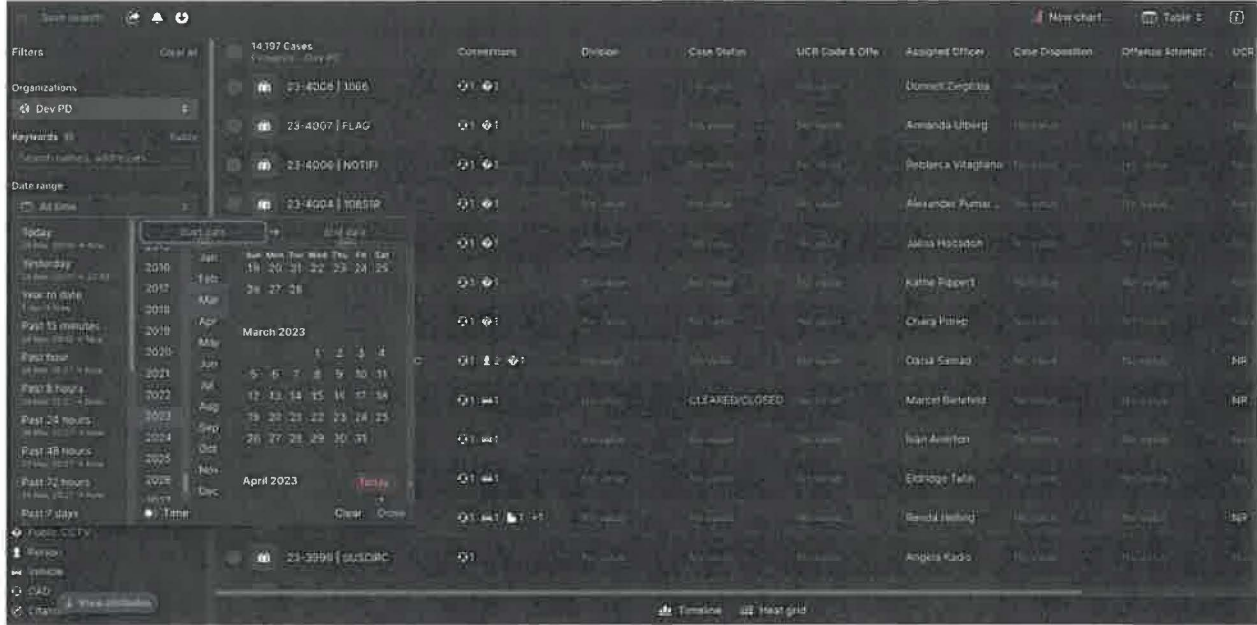
Data Modeling View



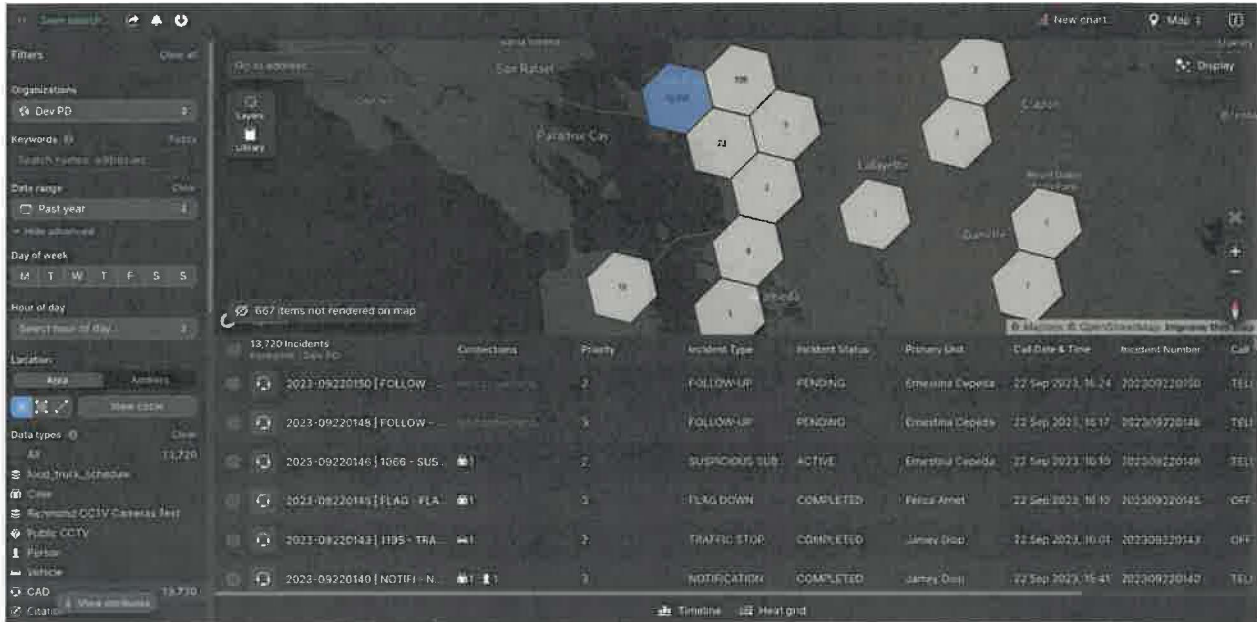


Search Application

Search for Cases, Calls for Service, People, Etc.

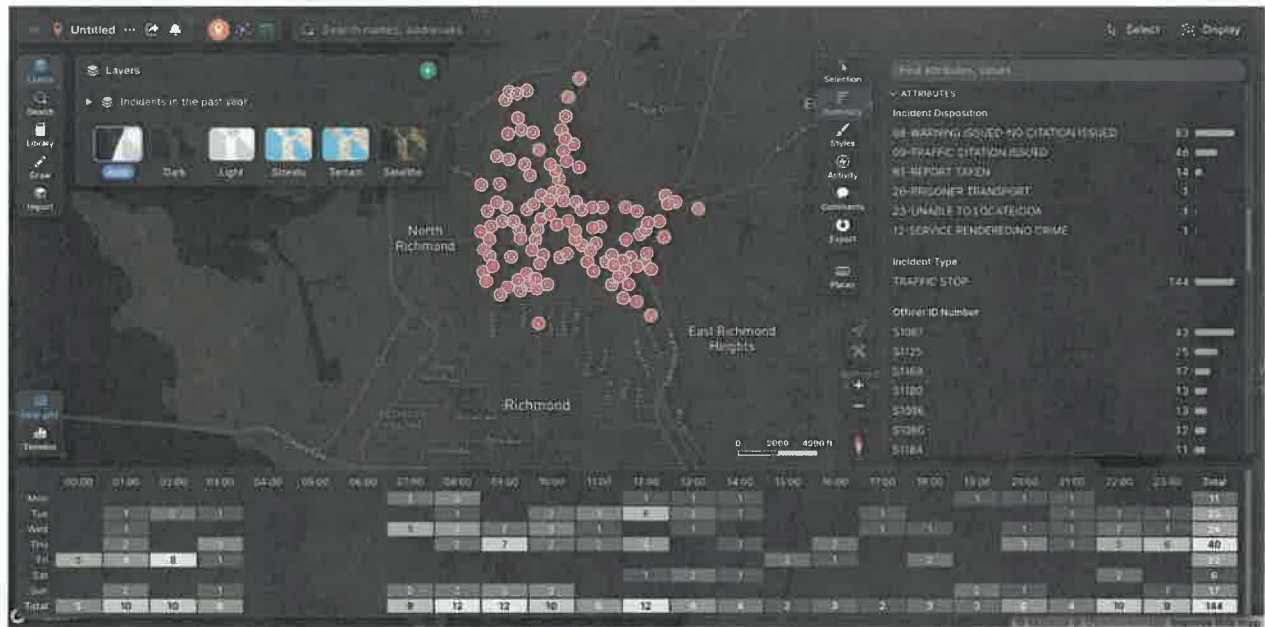


Search for By Location Parameters

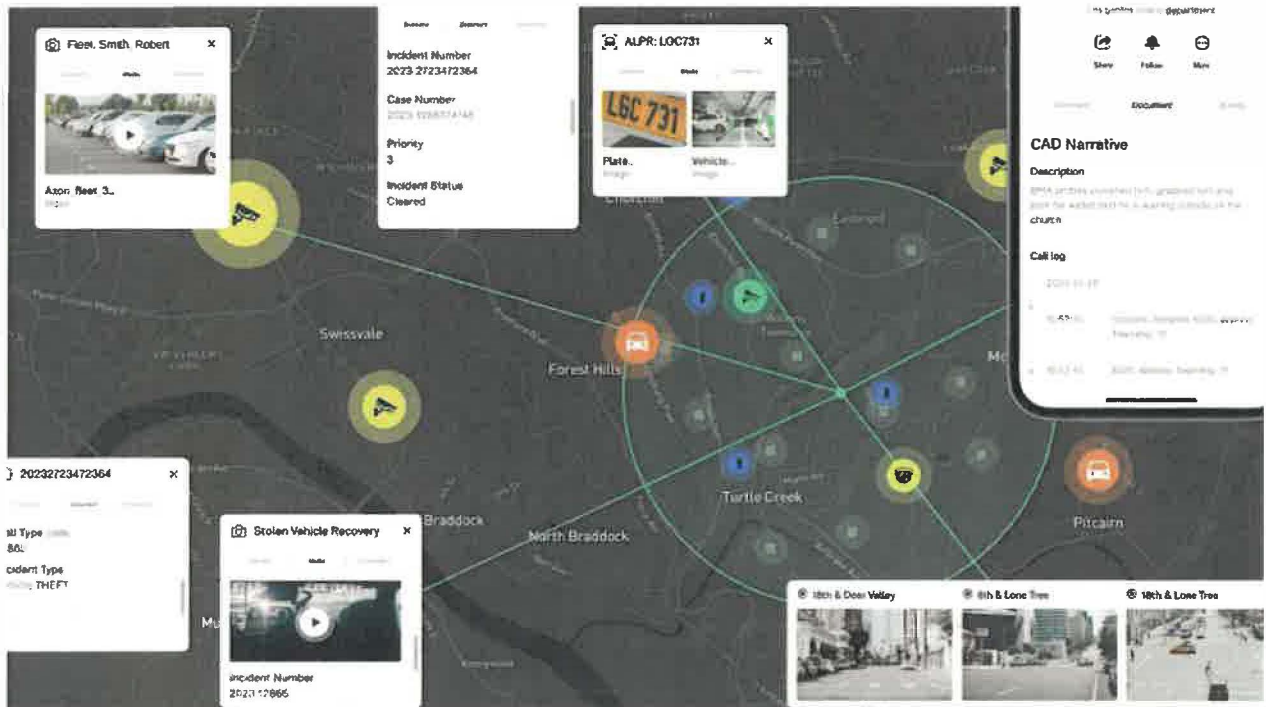


Map Application

Visualize and Analyze Information Geospatially

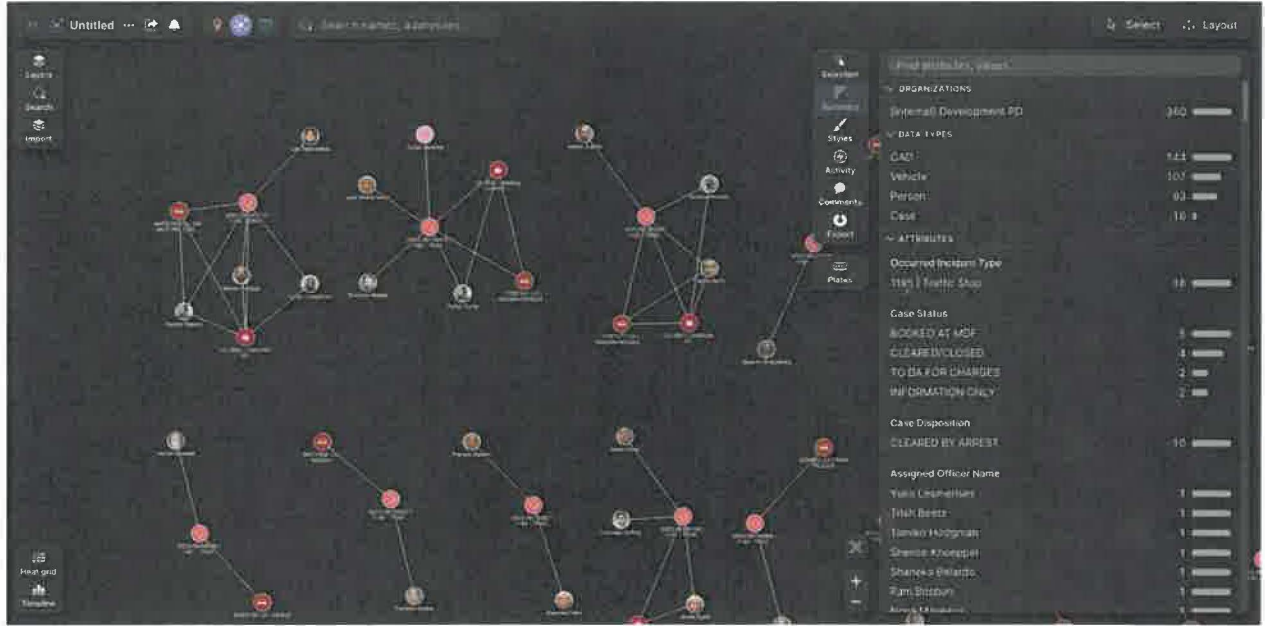


Provide Real Time Situational Awareness on Active Incidents



Network Application

View and Analyze Connections Between People, Incidents, Vehicles, Etc.



Dashboards, Reports, and Charts

Create Statistical and Trend Analysis Information Products



Mobile Application (IOS, Android)

Search and Discovery Information on Peregrine's Mobile Application

