

TRANSMITTAL

0150-11175-0001

TO The Council The Police Department	DATE 05/29/19	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT --	

Proposed Agreement between the Los Angeles Police Department and Aeon Nexus Corporation for Configuration of a Customer Relationship Management Platform and Online Candidate Portal Services

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a). See the attached City Administrative Officer report.


(Ana Guerrero) for
MAYOR

RHL:BYO:04190134

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

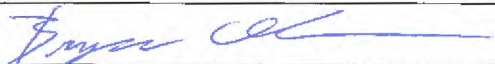

To: The Mayor	Date: 05-22-19	C.D. No. --	CAO File No.: 0150-11175-0001				
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: Nancy Cammarata, (213) 486-0378					
Reference: Board of Police Commissioners transmittal dated April 5, 2019; supplemental information received May 9, 2019							
Purpose of Contract: Provide configuration of Customer Relationship Management platform and online candidate portal services							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years after contract execution with the option for two additional years in one-year increments for a total of five years.					
Contract/Amendment Amount: Amount not to exceed \$595,150 for Option A; \$630,130 for Option B							
Proposed amount \$595,150/\$630,130 + Prior award(s) \$0 = Total amount not to exceed \$595,150/\$630,130							
Source of funds: General Fund							
Name of Contractor: Aeon Nexus Corporation							
Address: 138 State Street, Albany, New York 12207							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the City Council, authorize the Chief of Police, or his designee, to negotiate and execute the proposed Professional Services Agreement between the Los Angeles Police Department and Aeon Nexus Corporation for the configuration of a Customer Relationship Management platform and online candidate portal services. The total amount of the contract is not to exceed \$595,150 for Option A and \$630,130 for Option B, and will have a term of three years beginning upon contract execution with the option for two additional years in one-year increments, subject to the review and approval of the City Attorney as to form.

SUMMARY

The Los Angeles Police Department (LAPD) requests authority to execute a Professional Services Agreement between the LAPD and Aeon Nexus Corporation (Aeon) for the configuration of a Customer Relationship Management (CRM) platform and online candidate portal services. The CRM platform and online candidate portal services will assist with the recruitment and management of the hiring process of police candidates. The term of the contract is three years upon contract execution with the option for two additional years in one-year increments for a total of five years. The Agreement includes a compensation limit of \$595,150 for Option A and \$630,130 for Option B. Option B provides for a complete replacement of the current Comprehensive Human Resource

			
BYO	Analyst	0150-11175-0001	City Administrative Officer

Information System (CHRIS) database, as well as development of an Academy CRM platform, while Option A only provides enhancements to the current CHRIS database and does not include the Academy CRM platform. The LAPD has stated that it has yet to make a final determination on which option to pursue.

The City of Los Angeles, acting through the Personnel Department, issued a Request for Proposals (RFP) on January 2, 2018, seeking firms that could provide an Information Technology solution consisting of a CRM platform and candidate portal to assist in the recruitment and management of LAPD candidates during the hiring process. Ten proposals were received from the following companies: 3Di Inc., Aeon Nexus Corporation, Bitwise Industries Inc., dba Shift 3 Technologies, Cornerstone on Demand, InJoy Global Inc., InterACT Computing Enterprise, MyDogKobe, Inc., NebuLogic Technologies, LLC, Satwic Inc., and Slalom. A committee consisting of management level staff from the Personnel Department and the LAPD reviewed the proposals and selected Aeon based upon the following criteria:

- Responsiveness to the City's functional and technical requirements, as described in the RFP;
- Cost and effectiveness of the proposed software solution, training, and implementation services plan (including ongoing maintenance, support, licensing, and pro bono services);
- Compatibility with the City's technical architecture, standards, strategy, and responses to technical requirements;
- Demonstrated experience of three or more years leading a team of subcontractors to deliver projects of similar scope with a successful outcome;
- Experience, demonstrated performance, and financial viability of the software;
- Experience working with government or public safety agencies;
- Demonstrated ability to support the City's potential future requirements, as described in the RFP;
- Timeline conforming with the City's schedule and expected go-live date; and,
- Quality, clarity, and responsiveness of the proposal in conformance with instructions.

The development of the CRM platform and online candidate portal was divided into two phases. During the first phase of the project, the Personnel Department executed a contract, C-131581, with Aeon to provide software configuration, implementation, training, maintenance, and support for the Personnel Department Public Safety Bureau online candidate portal and CRM system integration with the City's platform. The LAPD is now requesting authority to execute a Professional Services Agreement with Aeon to initiate the second phase of the project and complete the following deliverables: Field Training Officer (FTO) CRM module, Academy Recruits Management CRM, and Comprehensive Human Resource Information System (CHRIS) database enhancement CRM.

A Charter Section 1022 Determination was performed by the Personnel Department during the first phase of the project. It concluded that although there were City employees in the Applications Programmer, Programmer Analyst, Systems Programmer, Senior Systems Analyst, Systems Analyst, and Database Architect classifications that could perform the proposed work, Departments did not have available staff to perform the requested work. Therefore, in accordance with Charter Section 1022, this Office concluded that the proposed work could be performed more feasibly by a contractor instead of City employees because there was insufficient City staff available.

In accordance with the Los Angeles Administrative Code Section 10.5(b)2, Council approval of the proposed Agreement is required because the cumulative term of the contract exceeds three years.

FISCAL IMPACT STATEMENT

There is no additional General Fund appropriation that is required. The amount expended for these services shall not exceed \$595,150 for Option A and \$630,130 for Option B. Funding for this contract has already been provided and is available in the Department's Contractual Services Account. The 2017-18 Year-end Financial Status Report (FSR) included a reappropriation in the amount of \$129,910 to the Department's Fiscal Year 2018-19 Contractual Services Account and there is also an additional \$375,000 that is provided in the Fiscal Year 2019-20 Proposed Budget. The Department plans to absorb any potential shortfalls through savings in its other Contractual Services line items. Execution of this contract complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

RHL:BYO:04190134

Attachment

LOS ANGELES POLICE COMMISSION

Attachment

**BOARD OF
POLICE COMMISSIONERS**

STEVE SOBOROFF
PRESIDENT

EILEEN M. DECKER
VICE PRESIDENT

DALE BONNER
SANDRA FIGUEROA-VILLA
SHANE MURPHY GOLDSMITH

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

MARK P. SMITH
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 238-1400 PHONE
(213) 238-1410 FAX
(213) 238-1440 TDD

April 12, 2019

BPC #19-0096

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AEON NEXUS CORPORATION FOR CONFIGURATION OF CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE AND ONLINE CANDIDATE PORTAL SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, April 9, 2019, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

Attachment
RECEIVED

APR 04 2019

April 5, 2019
3.5

POLICE COMMISSION

REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

Richard M. Tefank 4/4/19
RICHARD M. TEFANK
EXECUTIVE DIRECTOR

SUBJECT: REQUEST TO APPROVE AN AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AEON NEXUS CORPORATION FOR CONFIGURATION OF CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE AND ONLINE CANDIDATE PORTAL SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the contract with Aeon Nexus Corporation ("Contractor") to provide the Los Angeles Police Department (LAPD) with configuration of customer relationship management software and online candidate portal services.
2. That the Board TRANSMIT the entire matter to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the contract upon Mayoral approval.

DISCUSSION

The City of Los Angeles, acting by and through the Personnel Department, issued a Request for Proposals (RFP) on January 2, 2018, seeking firms that can provide an Information Technology solution consisting of the required customer relationship management platform and candidate portal to assist in the recruitment and hiring process management of police candidates. The Contractor will provide the services in two phases. The first phase has been overseen by the Personnel Department and LAPD will oversee the second phase of this project.

The Contractor was selected by the City according to the area of specialty pursuant to the evaluation criteria set forth in the RFP.

Should you have any questions regarding this matter, please contact Annemarie Sauer, Police Administrator II, Fiscal Operations Division, at (213) 486-8590.

Respectfully,

[Handwritten Signature]

MICHEL R. MOORE
Chief of Police

**BOARD OF
POLICE COMMISSIONERS**
Approved *April 9, 2019*
Secretary *Maria Liba*

Attachment

INTRADEPARTMENTAL CORRESPONDENCE

March 26, 2019
3.5

TO: Chief of Police

FROM: Commanding Officer, Fiscal Operations Division

SUBJECT: REQUEST TO APPROVE AN AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AEON NEXUS CORPORATION FOR CONFIGURATION OF CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE AND ONLINE CANDIDATE PORTAL SERVICES

It is requested that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached agreement with Aeon Nexus Corporation ("Contractor") to provide the Los Angeles Police Department (LAPD) with configuration of customer relationship management software and online candidate portal services. The Office of the City Attorney has approved the attached contract as to form and legality.

The City of Los Angeles, acting by and through the Personnel Department, issued a Request for Proposals (RFP) on January 2, 2018, seeking firms that can provide an Information Technology solution consisting of the required customer relationship management platform and candidate portal to assist in the recruitment and hiring process management of police candidates. The Contractor will provide the services in two phases. The first phase has been overseen by the Personnel Department and LAPD will oversee the second phase of this project.

The Contractor was selected by the City according to the area of specialty pursuant to the evaluation criteria set forth in the RFP.

Should you have any questions regarding this matter, please contact Nancy Cammarata, Senior Management Analyst II, Contracts Section, Fiscal Operations Division, at (213) 486-0378.



ANNEMARIE SAUER, Police Administrator II
Commanding Officer
Fiscal Operations Division

Attachments

PROFESSIONAL SERVICES AGREEMENT

Contractor: AEON NEXUS CORPORATION

**Regarding: CONFIGURATION OF CUSTOMER RELATIONSHIP
MANAGEMENT SOFTWARE, SECOND PHASE.**

Said Agreement is Number _____

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EXHIBITS

- Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- Exhibit B – City of Los Angeles Confidentiality Agreement
- Exhibit C – Technical Support Service Level Agreement
- Exhibit D – Border Wall Disclosure Ordinance

AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES
AND
AEON NEXUS COPORATION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department ("LAPD" or "Department"), and Aeon Nexus Corporation, a New York corporation (hereinafter referred to as "Contractor"), with reference to the following:

RECITALS

WHEREAS, Through the Personnel and Training Bureau of the LAPD, City administers the process by which City hires, trains, and evaluates recruits and probationary police officers for the Department; and

WHEREAS, City requires the Customer Relationship Management (CRM) Platform and Candidate Portal, which is already established as Phase One and managed by the City Contractor Aeon Nexus for Police Officer Candidate Recruitment and Hiring process, to be extended and provide an integrated system to enable the LAPD to modernize and efficiently manage Police Academy recruits and Probationary officers after the candidates are hired; and

WHEREAS, Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to design, create, and integrate the IT solution in a timely manner, and it is therefore more feasible and in the Department's best interest to secure these services by contract; and

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

WHEREAS, Pursuant to Charter Section 372, City issued a Request for Proposal (RFP) on January 2, 2018, seeking firms that can provide an IT solution consisting of the required Customer Relationship Management (CRM) Platform and Candidate Portal to assist in the recruitment and hiring process of LAPD candidates, and found Contractor, Aeon Nexus, satisfied the required qualifications and experience to provide the type of service required by City; and

WHEREAS, Aeon Nexus is a City contractor, Contract Number C-131581, has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City; and

WHEREAS, City and Contractor wish to enter into an Agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this agreement are:

- A. **City** – The City of Los Angeles, acting by and through the Los Angeles Police Department having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. **Contractor** – Aeon Nexus Corporation, 138 State Street, Albany, NY 12207.

1.2 Representatives of the Parties

- A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:
- B. The City's representative is, unless otherwise stated in the Agreement:

Michel R. Moore
Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Vartan Yeghyan
Commanding Officer
Personnel Group
Los Angeles Police Department
100 West First Street
Los Angeles, California 90012
Phone: (213) 486-6399
E-Mail: E9271@lapd.online

C. The representative of the Contractor will be:

Meghan Barkley, Director of Operations
Aeon Nexus Corporation
138 State Street
Albany, NY 12207
Phone: (518) 708-8971
E-Mail: meghanbarkley@aeonnexus.com

- 1.3 Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) working days of said change.

2.0 TERMS AND SERVICES TO BE PROVIDED

2.1 Time of Performance

The term of this Agreement shall be three years after contract execution or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein and availability of City budgeted funds. City reserves the right to extend the term of this Agreement for two (2) additional years with approval of City Council in one-year increments, subject to the termination provisions herein. City shall exercise this right by providing written amendment signed by the General Manager of the Police Department as to its intent to extend the term of the Agreement.

2.2 Purpose

The purpose of Contractor's work under this Agreement is to extend and provide software configuration, implementation, training, maintenance, and support for the Police Department online customer relationship management system ("the software product" or "System") on City's existing CRM software platform.

This Agreement refers to several terms related to City's Police Officer Training and Evaluation process. These terms are defined here:

- A. "Training" includes steps and procedures developed and implemented in the Police Academy to educate and prepare all police recruits prior to becoming sworn Police Officers. Individuals in this stage of the process are referred to as "recruits."
- B. "Recruits" are city employees in the 6-month Police Academy training program. There are approximately 300 recruits in the LAPD at any given time.
- C. "Probationary Evaluation" includes steps and procedures developed and implemented after the police Academy graduation is completed. The Field Training Officers (FTO) will be evaluating the probationary officer's performance for the next 12 months. The probationary officers in this stage of the process are referred to as "PO1."
- D. "PO1s" are police officers in their probationary period, which lasts for 12 months after officers successfully complete the Police Academy. There are approximately 600 PO1s at any given time.
- E. "Training Staff" are police officers and other City staff who administer and manage training in the Police Academy. There are approximately 120 training staff at any given time.
- F. "Field Training Officers" are certified police officers who are assigned to administer and manage the field training of PO1s. There are approximately 900 Field Training Officers, supervisors, and administrative staff.

2.3 Scope of Work: Services to be Provided (Phase 2)

Phase 2 will consist of several distinct projects, which will include establishing Field Training Officer (FTO) CRM module, Academy Recruits Management CRM, and Comprehensive Human Resource Information System (CHRIS) database enhancement CRM. Each project and module may be completed as an individual project or simultaneously. Respective project start and completion may be dependent on City resource and funding availability.

Contractor will: Design, Develop, Unit Test, System Test, User Acceptance Test, Performance and Regression test, all of which must be completed and approved in order for the system to be implemented and for all functionality to be live, working properly, City-approved and accessible to all users ("Go-Live"). Contractor shall create training and change management materials and provide these materials to City.

2.3.1 Project Management: Contractor shall provide project management services to plan and coordinate project implementation activities:

- A. Provide a full-time Project Manager who will serve as a primary point of contact for all project implementation activities.
- B. Develop a detailed Project Management Plan to manage activities required to complete project deliverables within the timeline established in this Agreement.
- C. Provide a written weekly status report, and deliver it informally to City management. The weekly status report should include at minimum: Accomplishments for the week; Projected activities for the next two weeks; Potential and realized issues and risks; and Priorities for the team.
- D. Identify and communicate risks to the completion or timeline of project deliverables and construct plans for resolution.
- E. Develop, document and execute hand-off and support plan.

2.3.2 System Design and Development: Contractor shall configure, integrate, and implement the system, a commercial off-the-shelf (COTS) configurable system built on Microsoft Dynamics 365 and Microsoft Power BI. Contractor will provide the following configuration, integration, and implementation services:

- A. Conduct on-site project kickoff and discovery with Contractor and City staff to determine functional and design specifications, system modules, and core requirements;
- B. Develop functional and technical requirements and design sessions to indicate system functionality and alignment with business processes;
- C. Develop system design and configuration, including user interface (UI) designs, developed through joint application design (JAD) sessions with Contractor and City staff;
- D. Develop system according to the specifications developed in project kickoff, discovery, and design and configuration. Contractor agrees to conduct standard industry practices to test system functionality prior to user acceptance testing (UAT), to include build verification testing and the creation of a "sandbox" environment for testing with power users;
- E. Integrate and migrate required data from the existing Candidate Application Processing System and / or Phase 1 CRM system;
- F. Facilitate on-site User Acceptance Testing (UAT) of the end-to-end system to ensure that the system meets City requirements;

- G. Conduct on-site training at a location provided by City;
- H. Initiate system Go-Live; Provide post Go-Live technical support for a period of at least sixty (60) days following system Go-Live date.

2.3.3 Knowledge Transfer: Contractor shall collaborate with City staff to provide knowledge transfer and operation support transition:

- A. Develop, execute, and control a comprehensive plan for knowledge transfer;
- B. Develop, execute, and control a Technical Change Management Plan and process for handoff of technical artifacts.

2.3.4 Support and Maintenance: Contractor shall provide technical support and maintenance, including both Post Go-Live Support and Annual Support:

- A. Contractor shall provide support and maintenance to resolve any failure of the software to operate in accordance with the System documentation, in accordance with this Agreement and attachments.
- B. If the System does not perform substantially in accordance with the Specifications, Contractor shall use commercially reasonable efforts to correct the failure to so perform, including providing a workaround. The correction may result in a modification of the system.
- C. Contractor shall manage ongoing support through a support ticketing system as described in Exhibit C.
- D. City shall designate three (3) staff members as designated support users. Contractor will train designated City users in the use of technical support.
- E. Contractor shall serve as City's first line of support for issues arising from either the system configured by Contract, or the underlying Microsoft software platform. Contractor's technical staff shall escalate issues to the appropriate contractor or Microsoft staff members, as appropriate.
- F. Contractor shall enable City to track all support tickets, regardless of whether they have been escalated to contractor or Microsoft support staff.
- G. Following the post go-live support period, certain requests for technical support shall be considered "billable" requests, beyond the scope of Annual Support. "Billable" requests include: the addition of new features or functionality to the system; all training, which shall include questions that take longer than 1 (one) hour to explain to City staff, regardless of the type of questions; and consulting services.

2.3.5 System Components: The System shall provide the following required functionality:

- A. Record, track, and analyze all recruit activities in the Police Academy, including, but not limited to: recruit performance and scores on applicable tests and trainer / instructor evaluations;
- B. Provide an enhanced and modern application to automate training scheduling processes and to track, update, and analyze recruits and PO1s activities indicated in this document and related attachments;
- C. Provide a recruit-centric portal environment or dashboard to guide, instruct, motivate, inform, and educate recruits about their Academy performance;
- D. Record, track, and analyze all PO1 field evaluation activities during the probationary period, including, but not limited to: PO1 performance and scores on daily/weekly/monthly or as later described evaluation reports;
- E. Provide a user-centric portal environment or dashboard to guide, instruct, motivate, inform, and educate PO1s about their performance during the probationary period;
- F. Provide data storage, including redundancy, and data access protection and security as described in this document and related attachments;
- G. Measure and analyze success metrics for the training and evaluation process through integrated, automated reporting within a Microsoft Dynamics and / or Microsoft Power BI dashboard, including the ability to generate ad hoc reports;
- H. The ability to configure all functionality to reflect City's existing police training processes;
- I. An engaging interface that uses design elements to help candidates successfully complete Police Academy and probationary period requirements;
- J. Ability for City to create and modify rules governing internal and external users' access to the system;

2.3.6 Required Functionality-Academy Recruit Management: The system shall provide the following required functionality to support Academy recruit management:

- A. Create CRM accounts for recruits who have entered the Academy from hiring CRM process, including data capture for information that supports City's ability to effectively track the success of its

training activities. Examples of data to be captured upon recruit account creation include, but are not limited to: personal information, contact information, pertinent scores, and other Candidate CRM information;

- B. Track all Academy training activities and populate all recruit scores and notes;
- C. Provide a digital recruit score sheet and dashboard per recruit, per class, per instructor, per discipline;
- D. Track instructor efficiency and effectiveness;
- E. Measure and analyze success metrics for recruit and instructor activities through integrated, automated reporting within a Microsoft Dynamics and / or Microsoft Power BI dashboard, including the ability to generate ad hoc reports;
- F. The ability to track recruit data for all steps of the academy training process;
- G. The ability to configure all functionality to reflect the existing Police Academy training processes.

2.3.7 Required Functionality-PO1 Evaluation Process: The System shall provide the following required functionality to support **PO1 evaluation process**:

- A. Transfer recruit's account to PO1 account and track the related data for the probationary evaluation elements;
- B. Track PO1 throughout the evaluation process;
- C. Measure and analyze success metrics for the PO1 evaluation process and the FTO efficiency and effectiveness;
- D. Automated reporting within a Microsoft Dynamics and / or Microsoft Power BI dashboard, including the ability to generate ad hoc reports;
- E. The ability to configure all functionality to reflect existing PO1 evaluation and FTO management processes.

2.3.8 Required Functionality-Portal: The System shall provide the following required functionality to support an online recruit and PO1 **Portal**:

- A. Online portal access for each account, including Academy and PO1 probationary accounts;
- B. Personalized recruit and PO1 dashboard featuring the information and resources each recruit and PO1 needs, when they need it, as determined by City. Information and resources include, but are not limited to, the following:

1. Recruit's and PO1's status in the process, updated on candidate portal through a data link with City's CRM;
 2. Pending action items for the recruit and PO1 to complete;
 3. Recruit's and PO1's next scheduled activity;
 4. Relevant upcoming events to connect with the LAPD's other systems or help to prepare for next step in the process;
 5. Relevant resources displayed in the dashboard (e.g., videos, FAQs, training material, etc.) based on where each recruit and PO1 is in the process;
- C. Integrated communication tools that enable candidates to connect with LAPD Training Staff, FTOs, mentors or Personnel Department staff (e.g., via email or online chat);
 - D. Online resource portal with robust search functionality and support for multi-format resources (e.g., videos, FAQs, etc.);
 - E. An engaging interface that uses design elements (e.g., visual assets, videos, etc.) and behavioral nudges (e.g., gamification) to encourage recruits and PO1s to engage with resources and move forward in the process;
 - F. Ability for City to create and modify rules governing internal and external users' access to the system.

2.3.9 Required Functionality-CHRIS Database Enhancement CRM: The System shall provide the following required functionality to support CHRIS Database Enhancement CRM:

- A. Provide Portal access to request and complete transfer forms;
- B. Generate, maintain and update transfer request list and record per each employee;
- C. Provide online transfer request review process for supervisors;
- D. Incorporate the established business rules to match and assign transfer request per priority location
- E. Identify transfer request that must be held back based on established business rules
- F. Schedule the approved transfer request to batch process
- G. The ability to configure all functionality to reflect the existing transfer order processes.
- H. Integrate any process to existing legacy systems as needed to automate processes

- 2.3.10** Contractor shall provide a bi-directional data link between the systems. Certain features of the data link that are important to City are described below. City and Contractor acknowledge that this list is not intended to be an exhaustive list of all requirements for the data link:
- A. All data to be exchanged between the systems must be updated on a daily basis, at a minimum;
 - B. Contractor shall establish a mechanism for secure file transfer as part of the data link between the systems.
- 2.3.11** The system shall comply with the applicable controls of the Federal Risk and Authorization Management Program (FedRAMP), National Institute of Standards and Technology (NIST) Special Publication 800-53, and the Criminal Justice Information Services (CJIS) Security Policy for the transmission, storage, or processing of data.
- 2.3.12** Contractor shall maintain the confidentiality of the deliverable items and all other information, reports, and materials that are utilized or produced by Contractor pursuant to this Agreement until City releases the items or other information to the public. Contractor, therefore, agrees that neither it nor its officers, partners, employees, agents, or subcontractors will release, disseminate, or otherwise publish said items, other information, reports or materials except as provided herein or as authorized, in writing, by City's representative. Contractor must submit a signed copy of the *City of Los Angeles Confidentiality Agreement*, that is attached hereto as Exhibit B, and incorporated herein, and require it from each subcontractor.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Deliverables, Payment Terms, and Invoicing

3.1.1 Deliverables, Compensation, and Method of Payment

- A. Contractor shall provide project deliverables to City upon the completion of the configuration and implementation milestones defined in this Agreement. City may accept or reject project deliverables provided by Contractor according to the following service deliverable acceptance process:
 - 1. City shall indicate its acceptance or rejection of project deliverables electronically via email.
 - 2. City shall submit the Service Deliverables Acceptance form within five (5) business days from the date of submittal.

3. Should City reject a deliverable, City shall provide a written list describing the reasons for rejection.
 4. Deliverables shall be deemed accepted unless City provides a timely, written rejection notice as described above.
- B. Contractor shall provide the following **deliverables** according to the project **milestones defined below**:
1. Prior to completion of **Project Kickoff and Discovery** ("Milestone A"): Project Plan and ongoing project management through entire duration of project, including periods for City staff to review each deliverable and for vendor to incorporate feedback; documentation of system functional requirements and modules; documentation of system technical requirements; system design documentation; and plan for joint application development (JAD) sessions to be conducted.
 2. Prior to completion of **System Design and Configuration** ("Milestone B"): Wireframe of full database architecture; wireframe and design prototype for each system module; detailed design documentation, including user interface (UI) designs; detailed technical specifications, including detailed interface design for bi-directional data exchange between CRM system.
 3. Prior to completion of **System Build** ("Milestone C"): deployment of technical development environment or "sandbox" to be accessed by City users for iterative design/build review and UAT; user access to system modules as each build becomes available; implementation of changes into build based on City user review; Technical Change Management Plan to persist development environment that mirrors production environment up to a defined period of time post- go-live; Testing Plan for User Acceptance Testing (UAT), including regression testing by module and full regression test prior to go-live; documentation of test cases for User Acceptance Testing (UAT); and documentation of exit criteria for User Acceptance Testing (UAT).
 4. Prior to completion of **Data Integration and Migration** ("Milestone D"): Documentation of Technical Change Management Plan, including maintenance of development environment that mirrors production environment through project completion and handoff of environment(s) to City; technical specifications and requirements for data cleansing, integration, and migration pre- and post- go-live; and File Retention Agreement, including specifications for archived data storage and access.

5. Prior to completion of **UAT** ("Milestone E"): Documentation and sign-off of testing defect structure and expected level of vendor responsiveness to defects; complete execution of approved Testing Plan; documentation of outstanding system defects and plan to resolve such defects pre- and post- go-live; detailed Training Plan; documentation of go-live criteria; and detailed go-live plan, including go-live Contingency Plan.
 6. Prior to completion of **Training** ("Milestone F"): Complete execution of Training Plan including delivery of all training materials and sessions to City staff.
 7. Prior to completion of **System Go-Live** ("Milestone G"): Documentation of outstanding system defects and plan to resolve such defects; and complete execution of Go-Live Plan.
 8. Prior to completion of **post Go-Live support** ("Milestone H"): Documented resolution of all outstanding defects, including any defects identified during the sixty (60) days following go-live date.
- C. Project milestones shall be considered "completed" upon City's acceptance of the deliverables defined in this Agreement.
- D. Contractor agrees to make commercially reasonable best efforts to complete Milestone F of each project within indicated timelines of the effective date of this Agreement or at the agreed upon start time.

FTO CRM Module System Configuration	Academy CRM Module System Configuration	CHRIS Enhancement CRM System Configuration
14 Weeks	14 Weeks	14 Weeks

- E. City's obligation for system configuration and implementation services will not exceed the cost for complete and satisfactory performance of the terms of this Agreement for each project's system configuration indicated in the following table:

FTO CRM Module System Configuration	Academy CRM Module System Configuration	CHRIS Enhancement CRM System Configuration
\$52,000	\$227,500	\$64,750 Option A \$129,500 Options B

- F. City shall pay Contractor in installments upon the completion and acceptance of project milestone per individual module milestones indicated in the following table:

Milestones	FTO CRM Module		Academy CRM Module		CHRIS Enhancement CRM	
	Value	%	Value	%	Value Option A/B	%
A	5,200	10	22,750	10	6,475/12,950	10
B	5,200	10	22,750	10	6,475/12,950	10
C	10,400	20	45,500	20	12,950/25,900	20
D	10,400	20	45,500	20	12,950/25,900	20
E	5,200	10	22,750	10	6,475/12,950	10
F	5,200	10	22,750	10	6,475/12,950	10
G	5,200	10	22,750	10	6,475/12,950	10
H	5,200	10	22,750	10	6,475/12,950	10

- G. Following completion of system configuration and implementation, City shall pay Contractor for ongoing annual technical support. City's obligation for annual technical support will not exceed the cost indicated in the table below in any one (1) contract year for complete and satisfactory performance of the terms of this Agreement for each individual module. City shall pay Contractor as follows:

FTO CRM Module Annual Support	Academy CRM Module Annual Support	CHRIS Enhancement CRM Annual Support Option A/B
\$9,450	\$40,950	\$11,655/23,310

1. Following completion of effective Go-Live date: pro-rated fee based on the remaining days in the year, following the final day of post Go-Live support. Should Milestone H be completed 14 weeks after the effective date of this agreement, City's obligation would be \$5,000 for ongoing support during the remainder of the first contract year.
2. Prior to completion of first year after effective date:
 - a. \$9,450 for ongoing support during the second contract year for FTO CRM;
 - b. \$40,950 for ongoing support during the second contract year for Academy CRM;
 - c. \$11,655 for option A or \$23,310 for option B for ongoing support during the second contract year for CHRIS Enhancement CRM
3. Prior to completion of second year after effective date:

- a. \$9,450 for ongoing support during the third contract year for FTO CRM;
 - b. \$40,950 for ongoing support during the third contract year for Academy CRM;
 - c. \$11,655 for the option A or \$23,310 for the option B for ongoing support during the third contract year for CHRIS Enhancement CRM
- H. City's total obligation will not exceed \$595,150 for option A or \$630,130 for option B for the term of this Agreement, for complete and satisfactory performance of the terms of this Agreement.
- I. Either party may request in writing additions, deletions, or modifications to the services described in this Agreement (a "change"). The parties may agree to modify the services through a written "change order" specifically referencing this Agreement. Contractor shall negotiate in good faith regarding change order prices. Such change order will become part of this Agreement when executed by both parties, and the services described therein will become part of the Scope of Work.

3.1.2 Limitation of City's Obligation to Make Payments to Contractor

Notwithstanding any other provision of this Agreement, 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 said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

3.1.3 Invoicing

- A. Invoices will be submitted to:

City of Los Angeles
Los Angeles Police Department, Room 650
100 West First Street
Los Angeles, CA 90012
Attn: Vartan Yeghyan

- B. To ensure that services provided under personal services contracts are measured against services as detailed in the contract, the Controller of the City of Los Angeles has developed policy requiring that supporting documentation be submitted with invoices.**
- C. Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:**
- 1. Name and address of Contractor**
 - 2. Name and address of City department being billed**
 - 3. Date of invoice and period covered**
 - 4. Contract number or authority (purchase order) number**
 - 5. Certification by a duly authorized officer**
 - 6. Remittance Address (if different from company address)**
- D. All invoices will be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, will be attached to all invoices. Invoices will be submitted within 30 days of service, or monthly, and will be payable to the Contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation of services provided are signed off as satisfactory by the LAPD's fiscal officer.**
- E. Invoices and supporting documentation will be prepared at the sole expense and responsibility of the Contractor. City will not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.**
- F. Subcontractors' Requirements.**
- Tasks that are completed by subcontractors will be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.**

- G. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a),*** which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

3.2 Contractor's Personnel

- A. Contractor will use its own employees to perform the services described in this Agreement. City will have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by City.
- B. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor will remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privacy between City and the subcontractors.
- C. The key Contractor personnel to be assigned to this Agreement is **Aeon Nexus Director of Operations, Meghan Barkley**. Key personnel will be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

4.0 MISCELLANEOUS

4.1 Standard Provisions for City Contracts

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Exhibit A and made a part hereof.

4.2 Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work,

under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

4.3 Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

4.4 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by the Contractor, extension of the term, and any increase or decrease in pricing, will be incorporated into this Agreement by a written amendment properly executed by both parties.

4.5 Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

4.6 Ratification Language

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, 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.

4.7 Entire Agreement

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

4.8 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the exhibits, the provisions in the body of this Agreement take precedence, followed by Exhibit A, Standard Provisions for City Contracts (Rev. 10/17) [v.3], followed by any other exhibits or attachments to this Agreement., including Border Wall Disclosure Ordinance, Exhibit D.

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

THE CITY OF LOS ANGELES

AEON NEXUS CORPORATION*

By: _____
MICHEL R. MOORE
Chief of Police

By: 
MEGHAN A. BARKLEY
COO/VP

Date: _____

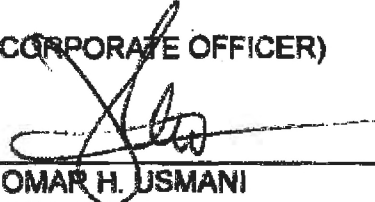
Date: 3/12/19

APPROVED AS TO FORM:

MICHAEL N. FEUER, CITY ATTORNEY

(2ND CORPORATE OFFICER)

BY: _____
DANIEL KREINBRING
Deputy City Attorney

BY: 
OMAR H. USMANI
COO/President

Date: _____

Date: 3/12/19

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

*** Approved Signature Methods:**

1. Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
2. One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number 0003052776-0001-9

Internal Revenue Service Taxpayer Identification Number 54-1983534

Agreement Number C

EXHIBIT A

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

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.

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

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

CONTRACTUAL REQUIREMENTS**CONTRACTOR AGREES THAT:**

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

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

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

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

7. California Licensee. All insurance must be provided by an insurer 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: Aeon Nexus Corporation Date: 11/29/2017

Agreement/Reference: Configuration of Customer Relationship Management Software

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

		<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)		WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>
	<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> General Liability <u>\$1,000,000 per occurrence, \$2,000,000 aggregate</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	

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

<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$10,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination. Also See Note #3</u>	

<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

<input type="checkbox"/> Pollution Liability	_____
<input type="checkbox"/> _____	

Surety Bond – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price

Crime Insurance _____

- Other:** 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>.
- 2) In the absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
- 3) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach.

EXHIBIT B

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

I, _____, (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as the "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made to and approved by City.

I agree to forward all requests for the release of Confidential Information received by me to City.

I agree that I will not divulge to any unauthorized person Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. Upon request by City, I will return all Confidential Information in my possession. Upon completion or termination of my assignment under the Agreement, I will return all Confidential Information to City.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Contractor Signature

Print Contractor Name: _____

Print Contractor Title: _____

Date: _____

Contractor Address: _____

Contract Number C- _____

EXHIBIT C

TECHNICAL SUPPORT SERVICE LEVEL AGREEMENT

TECHNICAL SUPPORT SERVICE LEVEL AGREEMENT

1. Definitions. The following terms will have the meanings indicated for purposes of this Exhibit.

- o **"Business Hours"**: Defined as the hours of 8:00 am to 5:00 pm Eastern Time Monday through Friday.
- o **"Follow-up Frequency"**: The frequency of time that a support consultant will update the customer on the progress of commercially reasonable efforts to resolve an issue.
- o **"Outage"**: Any incident that restricts the ability of the end-user to access the System.
- o **"Response Time"**: The amount of time from when the customer properly reports an issue until a support consultant acknowledges receipt and initiates troubleshooting to resolve.
- o **"Resolution Goal"**: Amount of time that is set as a goal to resolve an incident. Commercially reasonable efforts will be used to meet this goal.
- o **"Issue Severity"**: Impact level assigned to an issue based on the level of service degradation or loss of functionality.

2. Support Coverage. Contractor shall provide the following Customer Support as part of the services referenced in this Agreement. If an issue is considered Severity 1, City must call the Support Desk.

Support Type	Support Description	Expectation	Exclusions
Toll Free Live Phone Support	Hours available for live phone support	Monday - Friday 8:00am – 5:00 pm (Eastern)	New Year's Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
Emergency after-hours Support	Emergency after normal Business Hours on-call support (24 hours a day, 7 days a week - Severity 1&2 issues only)	24x7x365	
Self-Service Portal	Online access to ticketing system to report an incident.	Response will be end of next Business Day	Use live or emergency for Severity 1

3. Functionality and Response Times. The System is designed and configured to meet minimal functionality standards as described in this Agreement. The following table illustrates the response level for loss of functionality of the System:

Issue Severity	Severity Description	Response Time	Follow-up Frequency	Resolution Goal
Severity 1 Critical Issue	<ul style="list-style-type: none"> • Issue where a supported Covered Application is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Covered Application unusable, OR • Issue is impacting revenue or time-sensitive regulatory compliance AND no acceptable workaround exists 	30 Elapsed Minutes	Every 2 Elapsed Hours	4 Elapsed Hours
Severity 2 Serious Issue	<ul style="list-style-type: none"> • Issue where a supported Covered Application's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists, OR • Issue where a Covered Application component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists 	2 Business Hours	Every 4 Business Hours	3 Business Days or by next scheduled maintenance window; whichever is less
Severity 3 Standard Issue	<ul style="list-style-type: none"> • Issue where a single user is unable to use a Covered Application or a component of a Covered Application that is necessary for the user to perform their primary work activities, OR • Issue that is not critical is encountered with the Covered Application that leads to a minimal loss of functionality, capacity or performance, OR • A feature is unavailable where another can be readily used (e.g., routing to a different printer) 	1 Business Day	Every 5 Business Days	As Agreed
Severity 4 Q&A	<ul style="list-style-type: none"> • General request for information or "how to" (Q&A), OR • Report of event not causing impact to work operation or production 	1 Business Day	As Agreed	As Agreed

4. Proactive support. Contractor provides the following "proactive" support as part of the services referenced in this Agreement.

Support Type	Support Description	Quarterly	Monthly	Weekly	Daily
Self-Service Portal	Online access to ticketing system to monitor status of outstanding tickets	✓	✓	✓	✓
System Health Check	Regular scheduled health check of environment	✓	✓		
Account Review	Regular meeting with Account Management Team to review overall status including outstanding tickets and usage reports	✓			
KPI Performance Report Regarding System Performance	System Key Performance Indicator report		✓		

EXHIBIT D

BORDER WALL DISCLOSURE ORDINANCE

ORDINANCE NO. 185600

An ordinance adding Article 24 to Chapter 1, Division 10 of the Los Angeles Administrative Code requiring any company doing business with the City to disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 24 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

CHAPTER 1, ARTICLE 24

DISCLOSURE OF BORDER WALL CONTRACTING

Sec. 10.50. Legislative Findings.

Today, approximately 1.5 million immigrants live in the City of Los Angeles, about 38% of the City's total population. Los Angeles is a great city because of the successful integration of immigrants into its civic, social, cultural and economic fabric. Our communities are safer when there is a strong trust between immigrant communities and government.

On January 25, 2017, President Donald J. Trump issued Executive Order No. 13,767 titled, "Border Security and Immigration Enforcement Improvements." 82 Federal Register 8793. The Executive Order directs the Department of Homeland Security to take all steps to immediately plan, design and construct a physical wall along the southern border between the United States and Mexico, using materials and technology to achieve complete operational control of the southern border. The City recognizes the harm fulfilling the Executive Order would cause to its residents, immigrant and non-immigrant alike.

The City of Los Angeles strives to lift families up, not tear them apart. The City's goal is to keep families and communities safe, not cultivate fear based on immigration status. The proposed Border Wall has the potential to divide our nation and the City of Los Angeles along racial, religious and immigration status, which is the antithesis of our shared values. In addition, the proposed Border Wall has created anxiety and stress within hard-working immigrant communities in the City where many fear they will be removed from their families and livelihoods.

In support of this legislative act and to promote the ideals the act embraces, this ordinance requires those seeking to do business with the City to fully and accurately disclose any and all contracts, bids or proposals to provide goods or services for the

design, construction, operation or maintenance of the Trump Administration's proposed Border Wall.

Sec. 10.50.1. Definitions.

The following definitions shall apply to this article:

A. **"Awarding Authority"** means the governing body, board, officer or employee of the City authorized to award a Contract and shall include a department which has control of its own funds if the department adopts policies consonant with the provisions of this article.

B. **"Border Wall"** means a contiguous, physical wall or other similarly secure, contiguous barrier along the land border between the United States and Mexico, including all points of entry, as well as related improvements to gain operational control along such land border, including but not limited to, roads, lighting, cameras and sensors.

C. **"Border Wall Bid"** means any bid or proposal submitted on or after March 17, 2017, in response to any solicitation or request for proposal related to a Border Wall Contract.

D. **"Border Wall Contract"** means a contract with the federal government or a contractor of the federal government entered into on or after March 17, 2017, to provide goods or services for the design, construction, operation or maintenance of the Border Wall, including any prototypes of the Border Wall. A Border Wall Contract does not include an Indefinite Delivery/ Indefinite Quantity Contract that took effect on or before March 17, 2017.

E. **"City"** means the City of Los Angeles and all Awarding Authorities thereof.

F. **"Contract"** means any agreement, franchise, lease or concession, including an agreement for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies or the rendering of any service to the City of Los Angeles, which is awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

G. **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

H. **"Indefinite Delivery/Indefinite Quantity Contract"** means a type of contract that provides for an indefinite quantity of supplies or services over a fixed period of time.

I. **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Sec. 10.50.2. Disclosure Requirement.

No Contract shall be awarded to any Person who has failed to complete fully and accurately an affidavit listing all Border Wall Bids and Border Wall Contracts. The Awarding Authority may terminate a Contract if at any time it determines a Person failed to fully and accurately complete the affidavit and disclose all Border Wall Bids and Border Wall Contracts.

Sec. 10.50.3. Exceptions.

This article shall not be applicable to the following Contracts:

- A. **Contracts for the investment of:**
- (1) **City trust moneys or bond proceeds;**
 - (2) **pension funds;**
 - (3) **indentures, security enhancement agreements for City tax-exempt and taxable financings;**
 - (4) **deposits of City surplus funds in financial institutions;**
 - (5) **the investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy;**
 - (6) **investment agreements;**
 - (7) **repurchase agreements;**
 - (8) **City moneys invested in United States government securities; and**
 - (9) **Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.**
- B. **Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or grant Contract with an agency of the United States, the State of California or the instruction of an**

authorized representative of any of those agencies with respect to any grant or grant Contract.

C. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

D. Contracts awarded on the basis of exigent circumstances whenever an Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article. This finding must be approved by the DAA prior to Contract execution.

E. Contracts for goods covered under a United States patent and only available from a single source.

F. Contracts for repairs, alterations, work or improvements declared in writing by the Awarding Authority to be of urgent necessity for the preservation of life, health or property. The declaration shall give the reasons for the urgent necessity and must be approved by the Council or its designee.

G. Contracts entered into during time of war or national, state or local emergency declared in accordance with federal, state or local law, where the Council adopts a resolution by two-thirds vote and is approved by the Mayor, the suspension of any or all the restrictions of Section 371 of the Los Angeles City Charter or their applicability to the Awarding Authority.

H. Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent.

Sec. 10.50.4. Administration.

The DAA shall administer the requirements of this article. The DAA shall develop an affidavit to be used by the Awarding Authority. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provisions of this article.

Sec. 10.50.5. Application of this Article.

The provision of this article shall apply to all Contracts and amendments to Contracts entered on or after March 17, 2017.

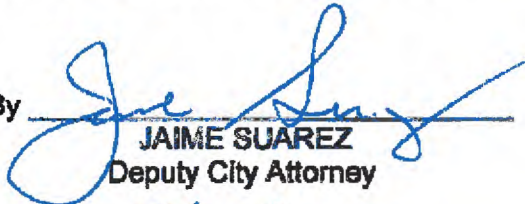
Sec. 10.50.6. Severability.

If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
JAIME SUAREZ
Deputy City Attorney

Date 5/09/2018

File No. 17-0536

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I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed 06/05/2018

Approved 06/07/2018

Ordinance Effective Date: 07/18/2018
Council File No.: 17-0536