

LOS ANGELES FIRE COMMISSION

BOARD OF
FIRE COMMISSIONERS

DELIA IBARRA
PRESIDENT

ANDREW GLAZIER
VICE PRESIDENT

JIMMY H. HARA, M.D.
REBECCA NINBURG
JIMMIE WOODS-GRAY

LETICIA GOMEZ
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

SUE STENGEL
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, SUITE 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE
(213) 978-3814 FAX

February 7, 2018

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attn: City Clerk

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Attn: Mandy Morales, Legislative Coordinator

[BFC 18-005] – AMENDMENT TO LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH AGREEMENT PH-002851-1 (CITY AGREEMENT C-126916-1) IN CONJUNCTION WITH FIRST SUPPLEMENTAL AGREEMENT C-127484-1 WITH FIRSTWATCH SOLUTIONS, INC.

At its meeting of February 6, 2018, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted concurrently to the Mayor and City Council for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Isela Iñiguez
Acting Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)
Fire Chief Ralph M. Terrazas (without attachments)

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

APPROVED. 2/6/2018
BOARD OF FIRE COMMISSIONERS
BY:
COMMISSION EXECUTIVE ASSISTANT

January 11, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-005

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: AMENDMENT TO LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH AGREEMENT PH-002851-1 (CITY AGREEMENT C-126916-1) IN CONJUNCTION WITH FIRST SUPPLEMENTAL AGREEMENT C-127484-1 WITH FIRSTWATCH SOLUTIONS, INC.

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 Withdrawn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

SUMMARY

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

The current Los Angeles County Agreement PH-002851-1, Amendment 1 (City Agreement C-126916-1) was amended on June 7, 2016 for a term of January 1, 2016 through March 31, 2018 for a total grant amount of \$101,426.

The First Supplemental Agreement C-127484-1 with FirstWatch Solutions, Inc. was amended on September 19, 2017 for a term of January 1, 2016 through March 31, 2018 for a total amount of \$101,426.

Based on the success of the syndromic surveillance detection program to date and, subject to federal funding, the County is extending the Los Angeles County Agreement PH-002851-1, Amendment 1 (City Agreement C-126916-1) an additional five years through June 30, 2022 as follows:

Funding Period	Maximum Amount
April 1, 2018 through June 30, 2018	\$18,488
July 1, 2018 through June 30, 2019	\$73,951
July 1, 2019 through June 30, 2020	\$73,951
July 1, 2020 through June 30, 2021	\$73,951
July 1, 2021 through June 30, 2022	\$73,951
Total: April 1, 2018 through June 30, 2022	\$314,292

The total funding from April 1, 2018 through June 30, 2022 shall not exceed \$314,292.

Extending the Los Angeles County Agreement PH-002851-1, Amendment 1 (City Agreement C-126916-1) from January 1, 2016 through June 30, 2022 with the additional grant funding will increase the total funding amount to \$415,718.

Subject to funding from the County, the LAFD intends to extend the term of the First Supplemental Agreement C-127484-1 with FirstWatch Solutions, Inc. from January 1, 2016 through June 30, 2022 for a total compensation not to exceed \$415,718.

RECOMMENDATIONS

That the Board, subject to the approval of the Mayor and Council:

1. Authorize the Fire Chief to accept grant funding from the County of \$18,488 for the period April 1, 2018 through June 30, 2018 and up to a total of \$295,804 in grant funds for July 1, 2018 through June 30, 2022 for a total grant amount of \$314,292 to fund syndromic surveillance software and support.
2. Approve and authorize the Fire Chief to execute the Los Angeles County Agreement PH-002851, Amendment Number 2 (City Agreement C-126916-2) to continue the syndromic surveillance program with the LAFD for the period of January 1, 2016 through June 30, 2022 and for a total award not to exceed \$415,718.
3. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement C-127484-2 with FirstWatch Solutions, Inc. for syndromic surveillance software and support services for the period of January 1, 2016 through June 30, 2022 and for a total compensation not to exceed \$415,718.
4. Transmit both Agreements for approval to the Mayor's Office in accordance with Executive Directive No. 3 and the City Council.

FISCAL IMPACT

There is no impact on the General Fund. Agreement C-127484-2 with FirstWatch Solutions, Inc. for syndromic surveillance software and support services is contingent upon funding provided by the Los Angeles County Department of Public Health through June 30, 2022.

Board report prepared by Alicia Katano, Management Analyst, Administrative Services Bureau.

Attachments

Contract No. PH-002851-2



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CITY OF LOS ANGELES

FOR

**PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND
RESPONSE SERVICES**

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

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

AMENDMENT NUMBER 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2018,

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

WHEREAS, reference is made to that certain document entitled "DEPARTMENT OF PUBLIC HEALTH, PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES CONTRACT", dated January 1, 2016, and further identified as Contract Number PH-002851, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, funds are allocated from the federal Centers for Disease Control and Prevention (CDC), Catalog of Federal Domestic Assistance (CFDA) Number 93.069 for the Public Health Preparedness and Response, which falls under CFDA Number 93.074, of which a portion of these funds has been designated to provide continuous real-time surveillance of emergency 911 dispatch data for monitoring any public health events

including, but not limited to, potential early detection of disease outbreaks throughout Los Angeles County;

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term and increase the maximum obligation of the Contract through June 30, 2022, and to make other changes outlined herein; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective April 1, 2018.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work identified as Exhibits A, A.1 and A.2) and Exhibit B (Scope of Work identified as Exhibits B-2.1, B-2.1.1, B-3, B-4, B-5 and B-6), attached hereto, and incorporated herein by reference.”

3. Paragraph 3, TERM OF CONTRACT, first paragraph, shall be amended to read as follows:

“3. TERM OF CONTRACT: The term of this Contract shall be effective on January 1, 2016 and shall continue in full force and effect through June 30, 2022, contingent upon the availability of funds, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph C, shall be amended and Subparagraphs D, E, F and G shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

C. Effective April 1, 2018 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Eighteen Thousand, Four Hundred Eighty-Eight Dollars (\$18,488.00) as set forth in Exhibit C-2.1.1, attached hereto and incorporated herein by reference.

D. Effective July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

E. Effective July 1, 2019 through June 30, 2020, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) as set forth in Exhibit C-4, attached hereto and incorporated herein by reference.

F. Effective July 1, 2020 through June 30, 2021, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) as set forth in Exhibit C-5, attached hereto and incorporated herein by reference.

G. Effective July 1, 2021 through June 30, 2022, the maximum

obligation of County for all services provided hereunder shall not exceed Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) as set forth in Exhibit C-6, attached hereto and incorporated herein by reference.”

5. Effective on the date of this Amendment, Exhibit A.2, STATEMENT OF WORK, shall be attached hereto and incorporated herein by reference.

6. Effective on the date of this Amendment, Exhibit(s) B-2.1.1, B-3, B-4, B-5 and B-6, SCOPE OF WORK, shall be attached hereto and incorporated herein by reference.

7. Effective on the date of this Amendment, Exhibit(s) C-2.1.1, C-3, C-4, C-5 and C-6, BUDGET, shall be attached hereto and incorporated herein by reference.

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

[This space is intentionally left blank]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LOS ANGELES

Contractor

By _____
Signature
RALPH M. TERRAZAS
Fire Chief

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM
MICHAEL N. FEUER
City Attorney

By _____

Printed Name

Title

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division
#4149

ATTEST:
HOLLY WOLCOTT
City Clerk

By _____

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES
AGREEMENT

STATEMENT OF WORK

1. Exhibit A.1, Paragraph I, CITY OF LOS ANGELES (CITY) RECEIVABLES, Subparagraphs C, D, E, F and G, shall be added to read as follows:

“I. CITY OF LOS ANGELES (CITY) RECEIVABLES:

- C. City shall receive from the County of Los Angeles (County) funding of Eighteen Thousand, Four Hundred Eighty-Eight Dollars (\$18,488.00) for the period of April 1, 2018 through June 30, 2018, as referenced in Exhibit C-2.1.1 and which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than April 1, 2018.
- D. City shall receive from the County funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) for the period of July 1, 2018 through June 30, 2019, as referenced in Exhibit C-3 and which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2018.
- E. City shall receive from the County funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) for the period of July 1, 2019 through June 30, 2020, as referenced in Exhibit C-4 and which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2019.

- F. City shall receive from the County funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) for the period of July 1, 2020 through June 30, 2021, as referenced in Exhibit C-5 and which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2020.

- G. City shall receive from the County funding of Seventy-Three Thousand, Nine Hundred Fifty-One Dollars (\$73,951.00) for the period of July 1, 2021 through June 30, 2022, as referenced in Exhibit C-6 and which will be provided in a lump sum to City upon receipt of a request for reimbursement, no sooner than July 1, 2021.”

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY,
AND RESPONSE SERVICES AGREEMENT

SCOPE OF WORK

CONTRACTOR NAME: City of Los Angeles

TERM: April 1, 2018 through June 30, 2018

GOAL: To obtain both 911 calls raw data and access to a 911 calls web-based application, that analyzes and sends alert/notifications to key personnel when significant increases in call volume are identified, from a data mining vendor for disease surveillance purposes.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
To work with a data mining vendor to gain access to real-time web-based interface with data analysis results and also obtain a direct, raw data feed to the DPH ACDC Program, Automated Disease Surveillance Section to conduct public health disease surveillance activities.	Maintenance of live 911 database for surveillance and early detection of emerging diseases, outbreaks, and possible bioterrorism activities. Analyze data upon alert notification and investigate if necessary.	April 1, 2018_ through June 30, 2018	Receipt of 911 dispatch data.

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY,
AND RESPONSE SERVICES AGREEMENT

SCOPE OF WORK

CONTRACTOR NAME: City of Los Angeles

TERM: July 1, 2018 through June 30, 2019

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CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY,
AND RESPONSE SERVICES AGREEMENT

SCOPE OF WORK

CONTRACTOR NAME: City of Los Angeles**TERM:** July 1, 2019 through June 30, 2020**GOAL:** To obtain both 911 calls raw data and access to a 911 calls web-based application, that analyzes and sends alert/notifications to key personnel when significant increases in call volume are identified, from a data mining vendor for disease surveillance purposes.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
To work with a data mining vendor to gain access to real-time web-based interface with data analysis results and also obtain a direct, raw data feed to the DPH ACDC Program, Automated Disease Surveillance Section to conduct public health disease surveillance activities.	Maintenance of live 911 database for surveillance and early detection of emerging diseases, outbreaks, and possible bioterrorism activities. Analyze data upon alert notification and investigate if necessary.	July 1, 2019 through June 30, 2020	Receipt of 911 dispatch data.

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY,
AND RESPONSE SERVICES AGREEMENT

SCOPE OF WORK

CONTRACTOR NAME: City of Los Angeles

TERM: July 1, 2020 through June 30, 2021

GOAL: To obtain both 911 calls raw data and access to a 911 calls web-based application, that analyzes and sends alert/notifications to key personnel when significant increases in call volume are identified, from a data mining vendor for disease surveillance purposes.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
To work with a data mining vendor to gain access to real-time web-based interface with data analysis results and also obtain a direct, raw data feed to the DPH ACDC Program, Automated Disease Surveillance Section to conduct public health disease surveillance activities.	Maintenance of live 911 database for surveillance and early detection of emerging diseases, outbreaks, and possible bioterrorism activities. Analyze data upon alert notification and investigate if necessary.	July 1, 2020 through June 30, 2021	Receipt of 911 dispatch data.

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY,
AND RESPONSE SERVICES AGREEMENT

SCOPE OF WORK

CONTRACTOR NAME: City of Los Angeles

TERM: July 1, 2021 through June 30, 2022

GOAL: To obtain both 911 calls raw data and access to a 911 calls web-based application, that analyzes and sends alert/notifications to key personnel when significant increases in call volume are identified, from a data mining vendor for disease surveillance purposes.

OBJECTIVE	ACTIVITIES	TERM	Documentation/ Evaluation
To work with a data mining vendor to gain access to real-time web-based interface with data analysis results and also obtain a direct, raw data feed to the DPH ACDC Program, Automated Disease Surveillance Section to conduct public health disease surveillance activities.	Maintenance of live 911 database for surveillance and early detection of emerging diseases, outbreaks, and possible bioterrorism activities. Analyze data upon alert notification and investigate if necessary.	July 2021 through June 30 2022	Receipt of 911 dispatch data.

CITY OF LOS ANGELES
PUBLIC HEALTH PREPAREDNESS, EMERGENCY, AND RESPONSE
SERVICES AGREEMENT

BUDGET

FirstWatch 911 Dispatch Data - Acute Communicable Disease Control Program

Budget Period April 1, 2018 through June 30, 2018

Duration – 3 months	\$18,488
TOTAL PROGRAM BUDGET NOT TO EXCEED	\$18,488

Total budget covers prorated annual maintenance fees of the software system provided by the data mining vendor. An invoice for the full term of this budget period will be submitted by Contractor upon term inception. Payment will be made within thirty (30) days upon receipt of a complete and correct invoice from contractor.

CITY OF LOS ANGELES
PUBLIC HEALTH PREPAREDNESS, EMERGENCY, AND RESPONSE
SERVICES AGREEMENT

BUDGET

FirstWatch 911 Dispatch Data - Acute Communicable Disease Control Program

Budget Period July 1, 2018 through June 30, 2019

Duration – 1 year	\$73,951
TOTAL PROGRAM BUDGET NOT TO EXCEED	\$73,951

Total budget covers annual maintenance fees of the software system provided by the data mining vendor. An invoice for the full term of this budget period will be submitted by Contractor upon term inception. Payment will be made within thirty (30) days upon receipt of a complete and correct invoice from contractor.

CITY OF LOS ANGELES
PUBLIC HEALTH PREPAREDNESS, EMERGENCY, AND RESPONSE
SERVICES AGREEMENT

BUDGET

FirstWatch 911 Dispatch Data - Acute Communicable Disease Control Program

Budget Period July 1, 2019 through June 30, 2020

Duration – 1 year	\$73,951
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$73,951
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Total budget covers annual maintenance fees of the software system provided by the data mining vendor. An invoice for the full term of this budget period will be submitted by Contractor upon term inception. Payment will be made within thirty (30) days upon receipt of a complete and correct invoice from contractor.

CITY OF LOS ANGELES
PUBLIC HEALTH PREPAREDNESS, EMERGENCY, AND RESPONSE
SERVICES AGREEMENT

BUDGET

FirstWatch 911 Dispatch Data - Acute Communicable Disease Control Program

Budget Period July 1, 2020 through June 30, 2021

Duration – 1 year \$73,951

TOTAL PROGRAM BUDGET NOT TO EXCEED \$73,951

Total budget covers annual maintenance fees of the software system provided by the data mining vendor. An invoice for the full term of this budget period will be submitted by Contractor upon term inception. Payment will be made within thirty (30) days upon receipt of a complete and correct invoice from contractor.

CITY OF LOS ANGELES
PUBLIC HEALTH PREPAREDNESS, EMERGENCY, AND RESPONSE
SERVICES AGREEMENT

BUDGET

FirstWatch 911 Dispatch Data - Acute Communicable Disease Control Program

Budget Period July 1, 2021 through June 30, 2022

Duration – 1 year	\$73,951
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TOTAL PROGRAM BUDGET NOT TO EXCEED	\$73,951
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Total budget covers annual maintenance fees of the software system provided by the data mining vendor. An invoice for the full term of this budget period will be submitted by Contractor upon term inception. Payment will be made within thirty (30) days upon receipt of a complete and correct invoice from contractor.

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

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

WITNESSETH

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

WHEREAS, on December 15, 2016, in accordance with the terms of the Grant and as approved by the County, the City and Contractor executed a First Amendment to Agreement C-127484 to extend the original term from January 1, 2016 to June 30, 2017 (the "First Amendment") and increased the compensation payable to Contractor by thirty three thousand, eight hundred and nine dollars (\$33,809.00) for a new total compensation amount of One Hundred One Thousand Four Hundred Twenty Six Dollars (\$101,426.00) in consideration of the additional services to be provided by the First Amendment (the "Compensation Increase"), such First Amendment and Compensation increase having been authorized by the Los Angeles City Council (C.F. #13-0117-S1); and

WHEREAS, on August 25, 2017, in accordance with the terms of the Grant and as approved by the County, the Los Angeles City Council (C.F. #17-0794) authorized the LAFD to extend Agreement C-127484 with the Contractor and continue data analysis software services through March 31, 2018 with no increases in the total grant award or total compensation of \$101,426.00; and

WHEREAS, Agreement C-127484 with the Contractor expires on March 31, 2018 and the City in accordance with the terms of the Grant and as approved by the County, desires to extend the term five additional years through June 30, 2022 for a total compensation not to exceed Four Hundred and Fifteen Thousand Seven Hundred and Eighteen (\$415,718.00) as stated in Agreement PH-002851-2, Amendment 2, attached herein as Exhibit G-2.

WHEREAS, the Contractor has agreed to continue provide syndromic surveillance software and support through June 30, 2022 in accordance with the terms of Agreement C-127484 and the rates outlined in Exhibit F-3.2, attached herein, subject to availability of funding from the County; and

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

AMENDMENTS TO AGREEMENT C-127484

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

The term of this Agreement shall be from January 1, 2016 and expire on June 30, 2022 (the "Term"). Said Term is subject to the availability of funds from the Los Angeles County Department of Public Health as outlined in Exhibit G-2 and adherence to the provisions of Agreement C-127484. The City may cancel this Agreement at any time, with no obligation, if the County fails to provide funds to cover costs as outlined in Exhibit F-3.2 for any reason. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

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

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

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed \$415,718.00. The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall include all fees incurred and materials to be provided by Contractor.

B. Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit F-3.2 when Contractor submits an invoice for payment.

3. Exhibit F-3.1, "Pricing and Payment Schedule," is hereby amended and restated in its entirety as set forth in Exhibit F-3.2 to this Second Amendment Agreement.
4. Except for the provisions listed below, which remain unchanged and in full force and effect, SECTION IV – STANDARD PROVISIONS is hereby superseded by EXHIBIT H – Standard Provisions for City Contracts (10-17)[v.2]:

§405 Breach

§406 Prohibition Against Assignment or Delegation

- §414 False Claims Act
- §415 Compliance with State and Federal Statutes and Regulations
- §417 Inventions, Patents and Copyrights
- §422 Restrictions on Disclosures
- §424 Limitation of Corporate Acts
- §425 Contractor Personnel
- §426 Funding Restriction
- §427 Press Releases-Public Information, Publications and Marketing
- §429 Prohibition of Legal Proceedings
- §430 Notice to City of Labor Disputes
- §432 Headings and Captions
- §433 Restriction on Disbursements to Subcontractors
- §434 Records and Audits of Subcontractors

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

LIST OF EXHIBITS

- EXHIBIT F-3.2: AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE
- EXHIBIT G-2: DEPARTMENT OF PUBLIC HEALTH, PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES CONTRACT, PH-002851-2, AMENDMENT NUMBER 2
- EXHIBIT H: STANDARD PROVISIONS FOR CITY CONTRACTS (10/17)[v.2]

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

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

By: _____
RALPH M. TERRAZAS
Fire Chief

By*: _____
TODD STOUT
Chief Executive Officer

Date: _____

Date: _____

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

By**: _____
MARK BAKER
Secretary

By: _____
BARAK VAUGHN, ESQ.
Deputy City Attorney

Date: _____

Date: _____

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

By: _____
Deputy City Clerk

Date: _____

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

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

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

City Business Tax Registration Certificate Number: 0002283580-0001-1

Internal Revenue Service ID Number: 050544884

Agreement Number: C-127484

AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE

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

Quantity	Description	Item Total
1	Annual Support Renewal for FirstWatch System at LAFD for period of 1/1/2016 – 03/31/2018	\$101,426.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 4/1/2018–06/30/2018	\$18,488.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2018–06/30/2019	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2019–06/30/2020	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2020–06/30/2021	\$73,951.00
1	Annual Support Renewal for FirstWatch System at LAFD for period 7/1/2021–06/30/2022	\$73,951.00
	January 1, 2016 – June 30, 2022 TOTAL COMPENSATION	\$415,718.00

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

PH-002851-2, AMENDMENT NUMBER 2

STANDARD PROVISIONS FOR CITY CONTRACTS (10/17)[v.2]