

**TRANSMITTAL**

0150-11382-0000

TO  
The CouncilDATE  
07/09/19COUNCIL FILE NO.  
--FROM  
The MayorCOUNCIL DISTRICT  
--

**Proposed Agreement between the Los Angeles Police Department and the Regents of the University of California for analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management.**

  
MAYOR

(Ana Guerrero) for

RHL:BYO:04190187

**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: 06-27-19	C.D. No. --	CAO File No.: 0150-11382-0000
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: Nancy Cammarata, (213) 486-0378	
Reference: Board of Police Commissioners transmittal dated April 23, 2019; supplemental information received June 17, 2019			
Purpose of Contract: Provide analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management.			
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: Three years upon contract execution.	
Contract/Amendment Amount: \$0			
Proposed amount \$0+ Prior award(s) \$0= Total \$0			
Source of funds: N/A			
Name of Contractor: Regents of the University of California			
Address: 337 Charles E. Young Drive East, Public Affairs Building Suite 4284, Los Angeles, California 90095			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed			X
4. Proposals have been requested			X
5. Risk Management review completed		X	
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances			X
10. Contractor Responsibility Ordinance			X
11. Disclosure Ordinances			X
12. Bidder Certification CEC Form 50			X
13. Prohibited Contributors (Bidders) CEC Form 55			X
14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the City Council, subject to the approval of the Mayor, authorize the Chief of Police, or his designee, to negotiate and execute the proposed Professional Services Agreement between the Los Angeles Police Department and the Regents of the University of California for analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management. The services will be provided as a no-cost donation to the City and will have a term of three years beginning upon contract execution, 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 the Regents of the University of California (Contractor) for analytical and scientific expertise. The Contractor will conduct research, perform data analysis, and prepare reports relating to crime prevention, risk management, and enhancement of police performance. The proposed services are valued at \$110,247.20 and consist of the donated staff time and services of a full-time research associate, a part-time data analyst, and an Executive Director. The term of the contract is three years upon contract execution.

	
BYO Analyst 0150-11382-0000	City Administrative Officer

Most of the City's standard contract provisions do not apply to this contract due to the fact that the proposed Professional Services Agreement is between the City and another public agency. The City Attorney has approved the contract as to form.

#### **FISCAL IMPACT STATEMENT**

There is no General Fund appropriation that is required. Approval of the recommendation in this report will authorize the Los Angeles Police Department to execute a contract with the Regents of the University of California for analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management. The proposed services are valued at \$110,247.20, but will be provided as a donation to the City at no-cost. The term of the contract is three years upon contract execution.

*RHL:BYO:04190187*

Attachment

**AGENDA DATE: APRIL 23, 2019**

**OPEN SESSION**

**ITEM 1-A**

DEPARTMENT'S REPORT, dated April 22, 2019, relative the donation of a Professional Service Agreement relative to Collaborative Research and Data Analysis, valued at \$110,247.20, from Regents of the University of California, California Policy Lab, to provide analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management, for the benefit of the Los Angeles Police Department, as set forth.

[BPC #19-0104]

Recommendation(s) for Board action:

RECEIVE the Department's report and TRANSMIT to the Mayor and City Council for acceptance.

**Commissioner Figueroa-Villa moved, seconded by Commissioner Soboroff to RECEIVE the Department's report and TRANSMIT to the Mayor and City Council for acceptance. Unanimously adopted 3/0.**

**\* Commissioner Goldsmith was absent.**

**\* Commissioner Decker recused herself from this item.**



# LOS ANGELES POLICE COMMISSION

**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 23, 2019

BPC #19-0104

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

Attention Mandy Morales

Dear Honorable Mayor:

**RE: DONATION OF A PROFESSIONAL SERVICE AGREEMENT RELATIVE TO  
COLLABORATIVE RESEARCH AND DATA ANALYSIS, VALUED AT \$110,247.20,  
FROM REGENTS OF THE UNIVERSITY OF CALIFORNIA, CALIFORNIA POLICY  
LAB, TO PROVIDE ANALYTICAL AND SCIENTIFIC EXPERTISE APPLICABLE TO  
THE PREVENTION OF CRIME AND ENHANCEMENT OF POLICE PERFORMANCE  
MANAGEMENT, FOR THE BENEFIT OF THE LOS ANGELES POLICE  
DEPARTMENT.**

At the regular meeting of the Board of Police Commissioners held Tuesday, April 23, 2019, the Board RECEIVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

**BOARD OF POLICE COMMISSIONERS**

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

**MARIA SILVA  
Commission Executive Assistant II**

Attachment

c: Chief of Police  
ASB

BVC

Attachment

1A

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

APR 18 2019

POLICE COMMISSION

REVIEWED

April 22, 2019  
1.8

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

*Richard M. Tefank*  
RICHARD M. TEFANK  
DEPUTY DIRECTOR  
4/18/19  
DATE

SUBJECT: APPROVAL FOR NON-MONETARY DONATION

1. That the Board of Police Commissioners APPROVE and ACCEPT the Professional Service Agreement of \$110,247.20 per year for three years.

**DONOR INFORMATION:**

**ITEM:**

**VALUE:**

Regents of the University of California  
California Policy Lab  
10889 Wilshire Boulevard, Suite 920  
Los Angeles, CA 90095  
(310) 794-0558

Services

\$110,247.20

**DISCUSSION**

The donation of services will benefit the Department by providing analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management. No expressed or implied commitments or promises were made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement, or recommendations; and the donor is not allowed the use of any Los Angeles Police Department (Department) patents.

If you have any questions, please contact Deputy Chief Sean W. Malinowski, Chief of Detectives, at (213) 486-7000.

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

**PROFESSIONAL SERVICES AGREEMENT**

**Contractor:**        **Regents of the University of California,  
Acting on Behalf of the California Policy Lab**

**Regarding:**        **Collaborative Research and Data Analysis**

**Agreement Number** \_\_\_\_\_

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**EXHIBITS**

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B –

EXHIBIT C –

EXHIBIT D –

EXHIBIT E –

**ATTACHMENTS**

ATTACHMENT A – Standard Provisions for City Contracts (Rev 10/17) [v.2]

**PROFESSIONAL SERVICES AGREEMENT NUMBER \_\_\_\_\_  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**THIS PROFESSIONAL SERVICES AGREEMENT** is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and the Regents of the University of California, (hereinafter referred to as the "Contractor"), acting on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses.

**WHEREAS**, the LAPD wishes to receive analytical and scientific expertise applicable to the prevention of crime and enhancement of police performance management; and

**WHEREAS**, for the purpose of creating a beneficial collaboration that will support the mission of the LAPD as well as the mission of the Contractor, the City desires to enter into an agreement with the Contractor to conduct research and data analysis and prepare reports on topics related to crime prevention, risk management, and enhancement of police performance; and

**WHEREAS**, the services to be performed are expert and technical but also temporary and occasional in nature; and

**WHEREAS**, Contractor is familiar with the Department's needs and operational procedures, and has expertise in data analysis and research; and

**WHEREAS**, the parties hereto wish to enter into an Agreement pursuant to which Contractor will 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 above promises and of the terms, covenants and considerations set forth herein, the parties do 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, a municipal corporation, having its principal office at 100 West First Street, Los Angeles, California 90012.

- B. Contractor – The Regents of the University of California, acting on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses, having its principal UCLA office at 337 Charles E. Young Drive East, Public Affairs Building Suite 4284, Los Angeles, California 90095.

## **1.2 Representatives of the Parties**

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:

- A. 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, Ste. 1072  
Los Angeles, California 90012

With copies to:

Sean Malinowski, PhD  
Deputy Chief, Chief of Detectives  
Los Angeles Police Department  
100 West First Street, Rm. 1050  
Los Angeles, California 90012  
Telephone Number: (213) 486-8730  
E-Mail: sean.malinowski@lapd.online



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

Brian Roe  
 Director, Industry Research and Material Transfer  
 Regents of the University of California  
 10889 Wilshire Blvd, Suite 920  
 Los Angeles, CA 90095-7191  
 Telephone Number: (310) 794-0558

With copies to:

April Chang  
 Director of Data Partnerships and Privacy  
 California Policy Lab, UCLA  
 337 Charles E Young Drive East  
 Public Affairs Building Suite 4284  
 Los Angeles, CA 90095  
 (310) 267-1747  
 april@cpl.ucla.edu

- 1.3** Formal notices, demands and communications to be given hereunder by either party must 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 this Section, within five (5) working days of said change.

**2.0 TERM OF AGREEMENT**

The term of this Agreement will commence upon execution by all parties and will terminate three (3) years thereafter unless terminated as provided in Section 8. Performance will not begin until Contractor has obtained approval of insurance as required herein.

**3.0 STATEMENT OF WORK**

- A.** During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Exhibits to this Agreement, collectively defined as the "Statements of Work" or "SOW."

- B. All work, tasks, and Deliverables are subject to Department approval in accordance with the SOW for the sole purpose of ensuring that the Contractor and any third parties described in Section 6.4 have agreed to the requirements and activities described in the Statements of Work.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.
- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 9, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, a new Exhibit for a Statement of Work will be added under this Agreement to include the additional work.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a new Exhibit for a Statement of Work executed in accordance with Section 9, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

#### **4.0 ACCESS TO CITY FACILITIES**

The City shall provide Contractor access to City facilities and personnel during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except City holidays.

In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide the City with forty-eight (48) hours' notice prior to each requested access. Each such request will be subject to approval by the City.

#### **5.0 COST**

Contractor's staff, including a full-time research associate, part-time data analyst, and Executive Director, shall perform the services described herein and in the Exhibits. The donation of staff time and services has an agreed value of

\$110,247.20 per year. In exchange, City, through the LAPD, shall supply Contractor with data and staff time necessary for the purposes of performing the services described herein and in the Exhibits.

## **6.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE**

"Protected Confidential Material" includes all written information, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to the Contractor, and that material is to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

### **6.1 Treatment and Use of Protected Confidential Material**

Contractor hereby agrees that all Protected Confidential Materials to which it is given access shall remain the property of the City of Los Angeles. Such materials shall be used only for the project and shall not be used for any other purpose not described in this Agreement. Contractor agrees not to copy, disseminate, or allow access to any Protected Confidential Material except in accordance with Sections 6.4 and 6.5 below.

Contractor further agrees to secure any Protected Confidential Material received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Contractor acknowledges the confidential nature of the Protected Confidential Material supplied by the LAPD, and agrees that disclosure by the Contractor or any individual or group of individuals at the request or direction of the Contractor to anyone not directly identified in this Agreement is strictly prohibited.

Importantly, the Contractor ensures that data identified to a specific individual will not be revealed under any circumstances to unauthorized persons or entities and that the information is being used for research and statistical purposes only.

Project findings and reports shall not contain information about individuals or private persons. Where practicable, Contractor shall use a unique identifier to protect personal identifying information specified below.

Contractor further agrees to provide a copy of this Agreement to all Contractor's employees, faculty members, researchers and/or students

who are assigned to these projects and have access to LAPD protected confidential material.

Contractor shall notify the LAPD immediately upon learning of a breach of confidentiality or unauthorized access to Protected Confidential Material.

## **6.2 Return of Protected Confidential Materials**

The LAPD may at its sole discretion, require Contractor to return or destroy all Protected Confidential Materials in its possession or control, including any and all copies (whether electronic or non-electronic), within thirty (30) calendar days' notice. Contractor hereby agrees that all Protected Confidential Material which it is given shall remain the property of the City of Los Angeles. Such property shall be used by Contractor only for the specified data analysis and shall not be used for any other purpose not described in this Agreement.

If LAPD requires Contractor to return Protected Confidential Materials, Contractor shall certify in writing that it has returned to LAPD all originals and copies of the material provided under this Agreement. LAPD may also require that Contractor delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Contractor

## **6.3 Monitoring of Compliance and Demand for Document Return**

The LAPD may monitor, audit and review the Contractor's program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from the Contractor.

## **6.4 Protection of Personal Identifying Information**

In order to protect the identities of any persons whose records are supplied to the Contractor under this Agreement, Contractor agrees to:

- A. Use the Protected Confidential Material furnished under this Agreement only for the purpose described by Contractor in this Agreement.
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code for purpose of conducting the necessary project analyses;

- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Secure all Protected Confidential Material received from LAPD.

If necessary to accomplish the purpose of this Agreement, and with the permission of the LAPD, Contractor may provide access to Protected Confidential Material to third parties, including faculty, employees, research staff, and affiliated graduate students at other academic research institutions ("Third Party" or "Third Parties") who have accepted all the terms of this agreement, including Paragraph 7. Any such Third Parties, their work, and access to Protected Confidential Material will be described in an Exhibit A – Statement of Work. Third Parties, the LAPD and Contractor must execute each Exhibit. All such access will be governed by the terms of this Agreement.

## **6.5 Project Treatment**

Contractor agrees to insert into the preface of any report citing data analysis conducted on any of the Protected Confidential Material, a disclaimer that the analysis and report are solely the work product of the Contractor and do not represent the position or conclusions of the Los Angeles Police Department.

Prior to releasing a report resulting from this Agreement and derived or based on Protected Confidential Materials of LAPD, Contractor shall forward to LAPD a copy of the report and shall allow LAPD thirty (30) calendar days to review, comment, and ensure that the report does not contain any disclosure of identifiable human data (as defined by federal privacy regulations) or other Protected Confidential Material. Upon notification by LAPD, Contractor agrees to delete any of LAPD's Protected Confidential Material. Following this review and comment period, Contractor shall be free to publish the results consistent with academic standards.

## **6.6 Survival of Provisions**

The provision of this Section will survive termination of this Agreement.

## **7.0 INDEMNIFICATION AND LIABILITY**

### **7.1 Indemnification**

Notwithstanding any other provisions of this Agreement, Contractor shall be responsible for and shall indemnify and hold the City harmless from

any and all liability, loss, claim, or damage to persons or property caused by Contractor's negligence or fault as related to this Agreement.

## **7.2 Liability**

**Contractor acknowledges that data provided may be protected under local, state or federal law and that unauthorized disclosure may subject the Contractor, its employees, or the City of Los Angeles to criminal and/or civil liability and penalties.** Except to the extent prohibited by law, Contractor assumes all liability for any claims for damages against it by third parties, losses, expenses, and damages, including reasonable attorney's fees arising out of Contractor's use, receipt, handling, storage, transfer or disposal of the Protected Confidential Material, provided that the Contractor's liability shall be limited to the extent that any such claims do not arise out of the City of Los Angeles' gross negligence or willful misconduct. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

## **7.3 Survival of Provisions**

The provisions of this Section will survive termination of this Agreement.

# **8.0 SUSPENSION AND TERMINATION**

## **8.1 Suspension**

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

## **8.2 Termination for Convenience**

- A. City may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) calendar days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed Deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.

## **8.3 Termination for Cause**

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 8.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.2.

## **8.4 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

## **9.0 AMENDMENTS AND CHANGE REQUESTS**

### **9.1 Amendments**

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in



the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 8.2 above.

## **9.2 Change Requests**

### **A. City Technical Change Requests**

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 3.0, Statement of Work, of this Agreement. A "change," as that term is used in this Section 9.2 means technical or other adjustments made within the Statement of Work, and consistent with Section 3.0 of this Agreement, which do not extend the term of the Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

### **B. Change Proposal**

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Schedule impact of the change for current and subsequent Deliverables;
2. Impact of the change on any other part of this Agreement;
3. Estimated California Sales Tax impact, if any;
4. The period of time for which such statement is valid, but not less than sixty (60) calendar days; and

5. City contract number and date of contract.

**C. Method of Agreement to Changes**

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a revised Exhibit specifying the change to be made and all of the particulars set forth in Section 8.2(C) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon revised Exhibit. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 10, Disputes, of this Agreement.

**10.0 STANDARD PROVISIONS**

Contractor acknowledges and shall comply with the requirements of the *Standard Provisions for City Contracts (Rev. 10/17) [v.2]*, attached hereto as Attachment A and incorporated herein by reference.

**11.0 ORDER OF PRECEDENCE BETWEEN AGREEMENT AND ATTACHMENTS**

In the event of an inconsistency between any of the provisions of this Agreement and/or the Attachments hereto, the inconsistency will be resolved by giving precedence in the following order:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 10/17) [v.2]
3. Exhibits A - Statement of Work

**12.0 ENTIRE AGREEMENT**

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

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

*[Signature page follows.]*

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

**THE CITY OF LOS ANGELES**

By   
Michel R. Moore  
Chief of Police

Date 4-8-19

**APPROVED AS TO FORM:**

MIKE FEUER, City Attorney

By   
DANIEL KREINBRING  
Deputy City Attorney

Date 4/10/19

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

Date \_\_\_\_\_

**REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By   
Brian Roe  
Director, Industry Research and  
Material Transfer

Date 4/17/19

(2<sup>nd</sup> Corporate Officer)

By \_\_\_\_\_  
NAME  
Title

Date \_\_\_\_\_

City Business License Number \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_

Agreement Number \_\_\_\_\_

**Exhibit A-\_\_[#]\_\_ - Statement of Work [Sample]**

This Statement of Work is issued under the Professional Services Agreement ( "Agreement") between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and the Regents of the University of California, (hereinafter referred to as the "Contractor"), acting on behalf of the California Policy Lab at its UCLA and UC Berkeley campuses., with an effective date \_\_\_\_\_.

LAPD agrees that Contractor may allow Third Party, as defined in Paragraph 6.4 in the Agreement and specifically named below, access to Protected Confidential Material. Third Party hereby agrees to the terms and conditions of the Agreement for its researchers having access to Protected Confidential Material. Third Party will abide by the terms of such Agreement and agrees to assume the obligations for INDEMNIFICATION AND LIABILITY in Paragraph 7 of the Agreement while Third Party is using LAPD Protected Confidential Material obtained from Contractor. This form shall be executed by LAPD, Contractor, and Third Party, and one fully-executed Statement of Work with the Agreement shall be given to the Third Party.

Together with the Agreement, this Statement of Work governs the conduct of the research contemplated herein.

1. Project Title:
2. Year-Number (e.g., 2017-3): \_\_\_\_\_
3. Description of the research ("Research"):
  
4. Description of data to be provided ("Data"):
  
5. Individual(s) authorized to access the Data, and their corresponding UC campus ("Authorized Users"):
  
6. OPTIONAL: List any additional compliance, research use, or data security requirements beyond those specified in the Agreement that apply to this specific Data:
  
7. Can the Data be linked with other datasets? \_\_\_ Yes \_\_\_ No  
If yes, restrictions on how the Data can be linked:
  
8. Upon completion or termination of this project, Data shall be:

Retained by CPL \_\_\_\_\_ Returned to Data Owner \_\_\_\_\_ Destroyed \_\_\_\_\_

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized representatives:

The Regents of the University of California

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
The Regents of the University of California

Third Party: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Institution: \_\_\_\_\_

Third Party: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Institution: \_\_\_\_\_

Third Party: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Institution: \_\_\_\_\_

Los Angeles Police Department

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
[authorized official]

Read and Understood By:

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Principal Investigator Name

Read and Understood By:

Signature \_\_\_\_\_

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

Principal Investigator Name