

SALUS – The Crisis Hub®
MEMORANDUM OF UNDERSTANDING
Between
HSA COUNCIL
And
CITY OF LOS ANGELES
HARBOR DEPARTMENT

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Board of Harbor Commissioners (“Board”) on behalf of its Los Angeles Port Police (“Port Police”), and the HSA Council (“HSAC”), a California non-profit public benefit corporation, acting by and through its Executive Director, concerning the use of SALUS-The Crisis Hub®.

RECITALS

WHEREAS, the Los Angeles Port Police are charged with ensuring the safe and uninterrupted operation of the Port through the enforcement of various, City, state and federal laws and regulations;

WHEREAS, it is HSA Council’s mission to provide innovative technology, opportunities for engagement, capability building, and partnerships for the public, private, and civic sectors in the Los Angeles region. HSA Council strives to catalyze a multi-jurisdictional and comprehensive approach to preparedness, security, and resiliency in the Los Angeles region;

WHEREAS, HSA Council has developed SALUS – The Crisis Hub® (hereafter “SALUS”), a crisis and event management platform, which utilizes technology to facilitate and support crisis and event management and strategies;

WHEREAS, Port Police and HSA Council desire to collaborate with each other in the use of SALUS for Port Police technology activities.

NOW, THEREFORE, HSA Council and City hereby agree and understand as follows:

I. PURPOSE

The purpose of this MOU is to establish the City’s and the HSA Council’s roles and responsibilities pertaining to the customization, implementation, use, management, support and evaluation of SALUS for Port Police.

Each Party to this MOU is a separate and independent entity. As such, each retains its own identity in providing service, and each is responsible for establishing its own policies and financing its own activities.

II. REPRESENTATIVES

A. The representatives who are authorized to administer the MOU and to whom formal notices, demands, requests and communications shall be given are as follows:

City of Los Angeles Port Police	Contact: Thomas Gazsi, Chief of Police
Address: 425 S. Palos Verdes Street	Phone: 310-732-3520
San Pedro, CA 90731	E-Mail: TGazsi@portla.org
HSA Council (dba Homeland Security Advisory Council)	Contact: James G. Featherstone, Executive Director
Address: 5670 Wilshire Boulevard, Suite 550	Phone: 310-984-3684
Los Angeles, CA 90036	E-Mail: jfeatherstone@hsacouncil.org

- B. All notices required or permitted by this MOU shall be in writing and may be delivered via email, in person, or may be sent by certified or registered mail, and notice shall be deemed sufficiently given if served in a manner specified in this paragraph.

III. HSAC RESPONSIBILITIES

Subject to the terms of this MOU, HSA Council will work with Port Police to provide for Port Police's use and evaluation of the SALUS platform along with reasonable customization, training and technical support services for the SALUS platform during normal business hours (collectively, the "Services"). The Services will include the following:

- Custom-configured SALUS homepage
- Custom-configured SALUS Map Tool, Social Media Tool, Dashboard Tool and Briefing Tool as defined by Port Police and agreed to by HSA Council, including the following additional items:
 - Port Police specific data uploads (as a Map Service, Feature Service or static spreadsheet)
 - Data will be provided by Port Police in an Esri-compatible or Esri-convertible format.
 - Existing errors in the source data will not be corrected by HSA Council as part of any data upload. Unless otherwise specified in this proposal, HSA Council will not be responsible for cleansing data.
 - New incident/event assets and attributes as requested and defined by Port Police
 - Asset symbols will be provided by Port Police or by HSA Council as determined on a case-by-case basis.
- SALUS off-the-shelf and custom-configured mobile reports (in Survey123) to be defined by Port Police and agreed to by HSA Council
- Custom-configuration of Workforce and Collector mobile apps as defined by Port Police and agreed to by HSA Council
- SALUS account information, including usernames, for all HSA Council-issued licenses in addition to a set number of ArcGIS Online Credits. Credits allow the end user to complete sophisticated tasks related to data storage, analytics, demographics and lifestyle maps. Note: General use of the off-the-shelf configuration of SALUS does not require credit usage. By request of Port Police, HSA Council may also configure access to users utilizing their own ArcGIS Online usernames and passwords granted through the City of Los Angeles Esri Enterprise Level Agreement; in this case, the end user will utilize ArcGIS Online Credits provided by the City of Los Angeles. NC4 Alerts (by email and/or text) for SALUS users identified by Port Police
- User Guides.
- Two training sessions for SALUS users.
- A SALUS information session regarding the back-end configuration for the City of Los Angeles' GIS professional(s)
- Technical support services during normal business hours.

HSA Council recommends that Port Police utilize their own ArcGIS Online accounts to access SALUS, which will facilitate information sharing and leverage Port Police's GIS capabilities. HSA Council will provide step-by-step guidance on credentialing users. Note: Credits allow the end user to complete sophisticated tasks related to data storage, analytics, demographics and lifestyle maps. While general use of the off-the-shelf SALUS does not consume ArcGIS Online credits, Port Police may request that SALUS be customized with tools that do require credits. In that case, SALUS users would utilize Port Police's credits.

While it is not the best practice, HSA Council may issue ArcGIS Online accounts (and credits) to Port Police for the express purpose of accessing SALUS. In this case, HSA Council and Port Police will mutually agree upon the number of licenses to be issued (not to exceed fifteen).

HSA Council will make efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors. However, HSA Council does not warrant that the services will be

uninterrupted or error free; nor does it guarantee the reliability, accuracy or accessibility of any data included within the service (which is generally sourced from third party providers and governmental sources). No compensation, fees, or charges shall be due or payable by the City of Los Angeles to HSA Council for the Services or the use of the SALUS platform under this MOU.

IV. PORT POLICE RESPONSIBILITIES

Port Police will work with HSA Council as follows:

- Port Police will identify at minimum one user who will be granted administrative access to support Port Police's account with HSA Council
- Provide reasonable feedback and evaluation to HSA Council on the performance of various functionalities of SALUS and the Services from time to time.

As a part of the collaboration under this MOU, HSA Council may incorporate into its commercial SALUS platform any modifications or functionalities made for Port Police as part of the Services. Port Police agrees that any such modifications or functionalities shall be HSA Council property as part of its SALUS platform. Port Police will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by HSA Council or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Port Police for use on City premises or devices, HSA Council hereby grants Port Police (and its employees) a non-exclusive, non-transferable, non-sublicensable license to use such Software during the term of this MOU only in connection with the Services.

Further, Port Police may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this MOU and will be prohibited except to the extent expressly permitted by the terms of this MOU.

V. CONFIDENTIALITY

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business or other information deemed confidential by the Disclosing Party (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of HSA Council includes non-public information regarding features, functionality and performance of the Service. Confidential Information of Port Police includes, without limitation, non-public data that may be provided by Port Police to HSA Council in connection with this MOU ("Port Police Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in connection with this MOU) or divulge to any third party any such Confidential Information. For clarity, in connection with this MOU, Port Police's administrator will be able to set data sharing preferences for the use of Port Police Data, which shall include making such Port Police Data available to third parties at Port Police's sole election. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is, or has been, generally available to the public at the time of disclosure, or (b) was legally obtained or known by it prior to receipt from the Disclosing Party and such information is not deemed

confidential by any third party and was obtained or known by the Receiving Party without violating any confidentiality restrictions placed on such information, or (c) was rightfully disclosed to it without restriction by a third party having the right to disclose such information, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

Subject to the confidentiality provisions set forth herein, HSA Council shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Port Police Data and data derived therefrom), and HSA Council will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other HSA Council offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business provided this disclosure is also consistent with the Port Police's administrators' data sharing preferences for the use of Port Police Data made pursuant to the provisions of this Section V. No rights or licenses are granted except as expressly set forth herein.

VI. TERM AND TERMINATION

The term of this MOU is three (3) years from the date of execution of this MOU ("Term"), subject to earlier termination as provided below. This MOU shall terminate and replace any existing MOU between the parties concerning the use of SALUS-The Crisis Hub® which may still be in effect on the effective date of this MOU. All Port Police Data under any previous MOU between the parties concerning the use of SALUS-The Crisis Hub® shall remain available to Port Police for electronic retrieval throughout the term of this MOU and in accordance with the termination provisions below.

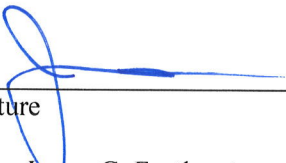
Either the City or HSA Council may terminate this MOU for any reason upon thirty (30) days' written notice to the other party. Upon termination of this MOU, HSA Council will make all Port Police Data available to Port Police for electronic retrieval for a period of thirty (30) days, but thereafter HSA Council shall delete stored Port Police Data unless directed otherwise in writing by Port Police.

[Signature Page to Follow]

In witness whereof, the undersigned have executed this MOU through their duly authorized representatives on the days and dates set out below and commit to working together to achieve the stated objectives of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

HOMELAND SECURITY ADVISORY COUNCIL



Signature
9/12/19

Date
Name: James G. Featherstone
Title: Executive Director

CITY OF LOS ANGELES, by
its Board of Harbor Commissioners

Signature
Date
Name: EUGENE D. SEROKA
Title: Executive Director

Attest
Date
Name: AMBER M. KLESGES
Title: Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JOHN T. DRISCOLL, Deputy

