

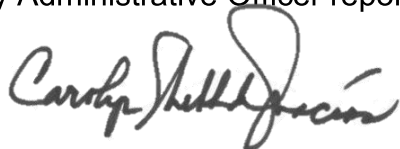
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**TRANSMITTAL**

TO The City Council	DATE 11/18/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Department on Disability – Contract Authority for 2024-25 Accessible Communications  
with Various Vendors**

Transmitted for your consideration.  
See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

# 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: 11-13-24	C.D. No. Citywide	CAO File No.: 0150-12814-0000
Contracting Department/Bureau: Department on Disability		Contact: Kathy Dela Paz	
Reference: RFP was released on 02/22/24 and proposals were due on 04/05/24. Received by the City Administrative Officer on 10/02/24.			
Purpose of Contract: Contract authority with various contractors to provide Sign Language Interpreting (SLI), Communication Access Realtime Translation (CART) and Video Remote Interpreting (VRI) for Accessible Communication Services.			
Type of Contract: (X) New contract ( ) Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: July 01, 2024 through June 30, 2025; four additional one-year extension options	
Contract/Amendment Amount: \$197,506			
Proposed amount \$ 197,506+ Prior award(s) \$ [type amt.] = Total \$ 197,506			
Source of funds: General Fund (100)			
Name of Contractor: Various contractors			
Address: Various contractor addresses			
	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:

1. Retroactively approve and authorize the Executive Director of the Department on Disability to execute the proposed one-year contracts to provide Sign Language Interpreting (SLI), Communications Access Real-Time (CART), and Video Remote Interpreting (VRI) services for a retroactive term of July 1, 2024 through June 30, 2025, with four one-year options, for a not to exceed amount of \$197,506, subject to review and approval by the City Attorney as to form; and,
2. Instruct the Department on Disability to ensure that all contractors obtain proof of insurance that meet the categories and minimum limits as required by the Risk Management Division, Office of the City Administrative Officer, and submit proof of insurance on KwikComply.

## SUMMARY

In accordance with Executive Directive No. 3, the Department on Disability (Department) requests authority to execute contracts for SLI, CART, and VRI accessible communication services. The term of the contracts is retroactive to July 1, 2024 through June 30, 2025, with four one-year extensions. Section 201 of the proposed contracts includes ratification language acknowledging services performed

Andrew Martinez		<i>Malaiika Billups</i> for	
AM	Analyst	08250032	City Administrative Officer

prior to the execution of the proposed contracts. The combined total of all proposed contracts is not to exceed \$197,506. See Attachment 1 for a breakdown of all contractors and the recommended funding amounts per contract.

The Department provides SLI, VRI, and CART services pursuant to Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the City's ADA Employee Assistance Program. These services are provided on an on-demand basis for various City programs, services, and settings.

On February 22, 2024 the Department released a Request for Proposals (RFP) for SLI, CART, and VRI services. Proposals were due on April 5, 2024 and a panel of reviewers evaluated and scored the proposals based on a 100-point scale. Out of the proposals received, eight proposals submitted by six contractors were selected. Due to the on-call nature of SLI, CART, and VRI requests, the Department will be utilizing the contractors on as-needed basis for in person or remote work, and compensation is outlined in Section 301 of the agreement.

In accordance with Charter Section 1022, the Personnel Department determined that City classifications cannot do this work.

To the best of our knowledge, the contractors have complied with most of the City contracting requirements, policies, and procedures. Proof of insurance is needed for Sorenson Communications and Lifesigns. This Office recommends that the Department ensure that these contractors submit proof of insurance documents on KwikComply that are required by the Risk Management Division, Office of the City Administrative Officer, prior to the execution of these contracts.

Lastly, pursuant to the Los Angeles Administrative Code Section 10.5.(b), City Council approval of the proposed contracts is required because the proposed term of each contract exceeds three years.

## **FISCAL IMPACT STATEMENT**

Funding in the amount of \$197,506 is provided in the Department's 2024-25 Contractual Services Account to cover the cost of these Accessible Communication services. There is no additional impact on the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies.

## **Attachments**

MWS:AM:08250032

No.	Contractor	Service(s)	Contract Amount*
1	Convo Communications, LLC	SLI	Not to exceed total
2	Interpreters Unlimited, Inc.	SLI, VRI	Not to exceed total
3	Lifesigns, Inc.	SLI	Not to exceed total
4	Sorenson Communications, Inc.	SLI, CART	Not to exceed total
5	Total Recall Captioning, Inc.	CART	Not to exceed total
6	TPUSA, Inc.	CART	Not to exceed total
<b>Total</b>			<b>\$197,506</b>

\*Cumulatively, all six contracts will not exceed \$197,506.



**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CONVO COMMUNICATIONS, LLC**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Convo Communications, LLC, hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Scott Ready** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Convo Communications, LLC  
2028 E. Ben White Blvd #240-2168  
Austin, TX 78741  
Attention: Scott Ready, Senior VP - Growth

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for twelve (12) months from **July 1, 2024 to June 30, 2025**. The City reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidence by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

CONTRACTOR shall provide services as follows:

1. CONTRACTOR shall provide Sign Language Interpreting (SLI) services on an as-needed basis, in-person and remotely, as listed in Section III §301.1, for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, concerts, performing arts, press conferences, medical and mental health services, legal/law

enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.

2. SLI assignments will vary in length. More than one Interpreter may be assigned for assignments longer than two hours. More than one Interpreter may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for SLI, CONTRACTOR will provide SLI services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a. Standard Notice Request
    - i. In-person assignments: submitted at least five (5) business days in advance.
    - ii. Remote assignments: submitted at least two (2) business days in advance.
  - b. Short Notice Requests
    - i. In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii. Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c. Emergency Notice Requests
    - i. In-person assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY.
    - ii. Remote assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Interpreters, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:
  - Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.

- Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR'S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - a. Assigning qualified Interpreters based on assignment type and Interpreter expertise, ensuring Interpreters have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.
- 5. Service requests submitted by CITY will include, at a minimum, the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
- 6. The CITY may require an Interpreter to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Interpreting services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Interpreter is "on-call" even though services will only be provided for a portion of that time.
- 7. Interpreters must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
- 8. For public meetings and events, if the constituent or CITY department requesting SLI services is late or does not participate in the meeting or event, the CONTRACTOR understands that SLI services must still be provided as scheduled.
- 9. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
- 10. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
- 11. CONTRACTOR must ensure that all American Sign Language (ASL) Interpreters and Oral Interpreters maintain a nationally recognized certification (such as ACCI, BEI, CDI, CI, CT, CSC, EIPA, IC, MCSC, NAD Level IV or V, NIC, OIC, OTC, RSC, SC, TC, QAST Level IV or V, etc.).
- 12. Interpreter certification records must be available for CITY inspection upon request at any time during normal business hours. Any Interpreter whose certification cannot be verified by the CITY will not be dispatched to any CITY assignment until the CONTRACTOR submits the appropriate information and receives approval in writing from the CITY, or the CITY grants an exception to this policy.



13. CONTRACTOR must ensure that Sign Language Interpreting (SLI) services are delivered with a high degree of cultural competency. Interpreters must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
14. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
15. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Interpreter who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

## **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short-Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Interpreter begins travel to the assignment, the CITY must not be billed for the service.
3. If an interpreter terminates an assignment under 'fair and justifiable grounds' in accordance with Tenet 6.2 of the RID/NAD Code of Professional Conduct, it must be communicated to the CITY in writing within twenty-four (24) hours.

## **SECTION III. COMPENSATION**

### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates

annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:

a. In-Person SLI Services & Rates

- i. Two (2) hour minimum booking required for all in-person services
- ii. Services:
  - American Sign Language
  - American Sign Language for Emergency / Disaster Response
  - American Sign Language for Press Conferences
  - American Sign Language for Legal / Medical / Mental Health Assignments
  - American Sign Language for Concert and Performing Art Events
  - Deaf-Blind Tactile Interpreter
- iii. Rate:
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$150 per hour
    - Short-Notice: \$150 per hour
    - Emergency Notice: \$150 per hour

b. Remote SLI Services & Rates

- i. One (1) hour minimum booking required for all remote services
- ii. Services:
  - American Sign Language
  - American Sign Language for Emergency / Disaster Response
  - American Sign Language for Press Conferences
  - American Sign Language for Legal / Medical / Mental Health Assignments
  - American Sign Language for Concert and Performing Art Events
- iii. Rate:
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$139 per hour
    - Short-Notice: \$139 per hour
    - Emergency Notice: \$139 per hour

c. Conference and Event Interpreting (In-person / Remote)

- i. Rate:
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard: \$139 per hour
    - Short-Notice: \$166.80 per hour
    - Emergency: \$194.60 per hour
- ii. Additional preparation time per interpreter may be billed at 50% of the total event cost when a conference or event is a large-scale gathering that

requires coordination with a production team to ensure interpreters are effectively integrated and visible.

2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than one (1) hour before the commencement of the service and no more than one (1) hour after the conclusion of services.
3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2
4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
6. If an Interpreter is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
7. CONTRACTOR must submit invoices on a monthly basis, within seven (7) calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service
  - c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Interpreter(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. LAPD/911, requesting Operator/Officer name and badge number (if applicable)
  - k. Total number of service hours



- l. Hourly rate
  - m. Line total
8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
  9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide SLI services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for SLI services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one SLI service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other SLI companies for a specific service request.

### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)

- ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of in-person requests fulfilled through remote services because an in-person Interpreter was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
  4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**CONVO COMMUNICATIONS, LLC**

*\*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*

By: \_\_\_\_\_  
SCOTT READY  
Senior Vice President-Growth  
Convo Communications, LLC

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

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number - ???  
Internal Revenue Service Taxpayer Identification Number: ???  
Said Agreement is Number C- \_\_\_\_\_ of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.



## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,



provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Convo Communications, LLCDate: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
INTERPRETERS UNLIMITED**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Interpreters Unlimited, hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Shamus Sayed** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Interpreters Unlimited  
8943 Calliandra Road  
San Diego, CA 92126  
Attention: Shamus Sayed, Vice President

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for twelve (12) months from **July 1, 2024 to June 30, 2025**. The City reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.

**§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay

CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.

2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

**§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Sign Language Interpreting (SLI) services on an as-needed basis, in-person and remotely, as listed in Section III §301.1, for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, concerts, performing arts, press conferences, medical and mental health services, legal/law enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.
2. SLI assignments will vary in length. More than one Interpreter may be assigned for assignments longer than two hours. More than one Interpreter may be assigned

for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.

3. Because of the nature of the demand for SLI, CONTRACTOR will provide SLI services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a. Standard Notice Request
    - i. In-person assignments: submitted at least five (5) business days in advance
    - ii. Remote assignments: submitted at least two (2) business days in advance
  - b. Short Notice Requests
    - i. In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii. Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c. Emergency Notice Requests
    - i. In-person assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY
    - ii. Remote assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Interpreters, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:
  - Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.
  - Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR’S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Interpreters based on assignment type and Interpreter expertise, ensuring Interpreters have the appropriate skill level to handle



applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.

5. Service requests submitted by CITY will include, at a minimum, the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
6. The CITY may require an Interpreter to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Interpreting services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Interpreter is “on-call” even though services will only be provided for a portion of that time.
7. Interpreters must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
8. For public meetings and events, if the constituent or CITY department requesting SLI services is late or does not participate in the meeting or event, the CONTRACTOR understands that SLI services must still be provided as scheduled.
9. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
10. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
11. CONTRACTOR must ensure that all American Sign Language (ASL) Interpreters and Oral Interpreters maintain a nationally recognized certification (such as ACCI, BEI, CDI, CI, CT, CSC, EIPA, IC, MCSC, NAD Level IV or V, NIC, OIC, OTC, RSC, SC, TC, QAST Level IV or V, etc.).
12. Interpreter certification records must be available for CITY inspection upon request at any time during normal business hours. Any Interpreter whose certification cannot be verified by the CITY will not be dispatched to any CITY assignment until the CONTRACTOR submits the appropriate information and receives approval in writing from the CITY, or the CITY grants an exception to this policy.
13. CONTRACTOR must ensure that Sign Language Interpreting (SLI) services are delivered with a high degree of cultural competency. Interpreters must be well-



versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.

14. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
15. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Interpreter who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

### **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short-Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Interpreter begins travel to the assignment, the CITY must not be billed for the service.
3. If an interpreter terminates an assignment under 'fair and justifiable grounds' in accordance with Tenet 6.2 of the RID/NAD Code of Professional Conduct, it must be communicated to the CITY in writing within twenty-four (24) hours.

## **SECTION III. COMPENSATION**

### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:

a. In-Person SLI Services & Rates

- i. Two (2) hour minimum booking required for all in-person services.
- ii. American Sign Language
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- iii. American Sign Language for Emergency / Disaster Response
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- iv. American Sign Language for Press Conferences
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short Notice: \$155per hour
    - Emergency Notice: \$155 per hour
- v. American Sign Language for Legal / Medical / Mental Health Assignments
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$250 per hour
    - Short-Notice: \$250 per hour
    - Emergency Notice: \$250 per hour
- vi. Trilingual Sign Language
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- vii. Trilingual Sign Language for Emergency / Disaster Response
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- viii. Trilingual Sign Language for Press Conference
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- ix. Trilingual Sign Language for Legal / Medical / Mental Health
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125per hour

- Emergency Notice: \$125 per hour
- x. Trilingual Sign Language for Concerts / Performing Arts
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- xi. SLI in Other Languages
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- xii. SLI in Other Languages for Emergency / Disaster Response
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- xiii. SLI in Other Languages for Press Conference
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- xiv. SLI in Other Languages for Legal / Medical / Mental Health
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- xv. SLI in Other Languages for Concerts / Performing Arts
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- xvi. Deaf-Blind Tactile Interpreter
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$250 per hour
    - Short-Notice: \$250 per hour
    - Emergency Notice: \$250 per hour

b. Remote SLI Services & Rates

- i. Two (2) hour minimum booking required for all remote services
- ii. American Sign Language
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour

- Emergency Notice: \$125 per hour
- ii. American Sign Language for Emergency / Disaster Response
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- iii. American Sign Language for Press Conference
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- iv. American Sign Language for Legal / Medical / Mental Health
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- v. American Sign Language for Concerts / Performing Arts
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- vi. Trilingual Sign Language
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- vii. Trilingual Sign Language for Emergency / Disaster Response Interpreter
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- viii. Trilingual Sign Language for Press Conference Interpreter
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- ix. Trilingual Sign Language for Legal / Medical / Mental Health Interpreter
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- x. Trilingual Sign Language for Concerts / Performing Arts
  - 24 hours/day, 7 days/week, 365 days/year

- Standard Notice: \$155 per hour
- Short-Notice: \$155 per hour
- Emergency Notice: \$155 per hour
- xi. SLI in Other Languages
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- xii. SLI in Other Languages for Emergency / Disaster Response
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$135 per hour
    - Short-Notice: \$135 per hour
    - Emergency Notice: \$135 per hour
- xiii. SLI in Other Languages for Press Conference
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour
- xiv. SLI in Other Languages for Legal / Medical / Mental Health
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$125 per hour
    - Short-Notice: \$125 per hour
    - Emergency Notice: \$125 per hour
- xv. SLI in Other Languages for Concerts / Performing Arts
  - 24 hours/day, 7 days/week, 365 days/year
    - Standard Notice: \$155 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$155 per hour

2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than one (1) hour before the commencement of the service and no more than one (1) hour after the conclusion of services.
3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2.
4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.

6. If an Interpreter is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service
  - c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Interpreter(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. LAPD/911, requesting Operator/Officer name and badge number (if applicable)
  - k. Total number of service hours
  - l. Hourly rate
  - m. Line total
8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide SLI services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for SLI services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one SLI service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other SLI companies for a specific service request.



### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of in-person requests fulfilled through remote services because an in-person Interpreter was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)



- iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.

5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**INTERPRETERS UNLIMITED**

*\*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*

By: \_\_\_\_\_  
SHAMUS SAYED  
Vice President

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

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 0002748454-0001-9  
Internal Revenue Service Taxpayer Identification Number: 20-5905641  
Said Agreement is Number C- \_\_\_\_\_ of City Contracts

## **ATTACHMENT A**

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

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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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.



#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Interpreters Unlimited, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
INTERPRETERS UNLIMITED, INC.**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Interpreters Unlimited, Inc., hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Shamus Sayed** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Interpreters Unlimited  
8943 Calliandra Road  
San Diego, CA 92126  
Attention: Shamus Sayed, Vice President

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for one (1) year from **July 1, 2024 to June 30, 2025**. The CITY reserves the right to extend the contract for up to four (4) additional years with the same terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY'S representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

In addition, DOD reserves the right to increase the Contract ceiling for any provider if the department receives additional funding in the contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City may use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.



### **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide on-demand Video Remote Interpreting (VRI) services in American Sign Language (ASL), on an as needed basis at various locations within the Greater Los Angeles area, including but not limited to at public service counters and in the field.

VRI services may be needed in areas including, but not limited to: law enforcement, medical, legal, mental health and disaster situations.

2. CONTRACTOR shall also provide on-demand VRI services in other languages, particularly in Spanish, Korean, Armenian, Chinese (Cantonese and Mandarin), Filipino/Tagalog, and Farsi (Persian), on an as needed basis for the Department on Disability. Provisions of this contract specific to VRI services in ASL do not apply to VRI services in other languages.
3. CONTRACTOR will provide VRI services that offer a secure and reliable connection to a qualified Interpreter within 0 to 90 seconds at any time (24 hours a day, 7 days a week, and 365 days a year). In the case CONTRACTOR is unable to establish a video remote interpretation connection within 90 seconds, the next 5 minutes of the call will be provided at no charge. In the case that an interpreter in the requested language is not immediately available, the CONTRACTOR will promptly notify the CITY about the situation.
4. CONTRACTOR'S VRI services must comply with the requirements specified in the Americans with Disabilities Act (ADA) Title II Regulations (28 CFR Part 35) at all times.
5. CONTRACTOR shall stay up-to-date with the latest accessibility standards, guidelines, and best practices relevant to Video Remote Interpretation and incorporate updates into the service process to ensure continued alignment with industry standards.
6. CONTRACTOR must establish and support a minimum of 500 user accounts for the City, ensuring they are capable of simultaneous utilization and remain operational throughout the contract term. User accounts must be established within five (5) business days. Accounts may not be deactivated by the CONTRACTOR without prior authorization from the City.
7. CONTRACTOR must provide VRI services through a mobile app and web-based browser that is compatible with various devices, software, and operating systems, including all CITY systems used to access the VRI services. The mobile app, web-based browser, and any other technology utilized by CONTRACTOR shall not require or ask for the following: 1) personally identifiable information (except for the user's name); 2) payment information; or 3) additional purchases (e.g., in-app purchases).

8. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
9. CONTRACTOR must have a process to ensure proper service functionality, including at least monthly account testing.
10. CONTRACTOR must alert the CITY when outages or interruptions occur that impact access to services.
11. CONTRACTOR shall provide a dedicated support team available 24 hours a day, 7 days a week, and 365 days a year. Services must include a simplified process to report issues and access a comprehensive suite of support services including, but not limited to: 1) troubleshooting assistance and technical support to promptly address issues at the time they arise, including during a call; 2) new user account setup; 3) resetting passwords; and 4) system usage guidance.
12. CONTRACTOR will agree to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
13. CONTRACTOR must ensure all Interpreters are qualified to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
14. CONTRACTOR must ensure that VRI services are delivered with a high degree of cultural-competency. Interpreters must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals who are d/Deaf and hard of hearing.
15. CONTRACTOR must ensure that all American Sign Language (ASL) Interpreters and oral Interpreters maintain a nationally recognized certification (ACCI, BEI, CDI, CI, CT, CSC, EIPA, IC, MCSC, NAD Level IV or V, NIC, OIC, OTC, RSC, SC:L, TC, QAST Level IV or V, etc.). Interpreter names and certification records must be available for the CITY to inspect upon request at any time during normal business hours. Any Interpreters whose certification cannot be verified by the CITY must not be assigned unless and until the CONTRACTOR submits the appropriate information and receives approval in writing from the CITY, or the CITY grants an exception to this policy.
16. CONTRACTOR shall provide CITY training, including but not limited to: on-demand pre-recorded trainings available at any time (including trainings on how to set-up and operate a VRI account) and at least one live training annually for CITY on how and when to use the VRI system.

17. CONTRACTOR will agree to meet as requested by the CITY to review and discuss implementation of the Contract, including but not limited to evaluation of service effectiveness.

18. In accordance with the ADA, the CITY reserves the right to accommodate an individual's request for a specific video remote interpreter who is not an employee, contractor, or sub-contractor of said CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific interpreting assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

### **SECTION III. COMPENSATION**

#### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section §203 - Services to be Provided by the CONTRACTOR herein. The total amount to be paid to CONTRACTOR is not to exceed \$5,000.00 per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:

#### **Video Remote Interpretation**

<b>Language</b>	<b>Price per Minute</b>	<b>Minimum Time Frame</b>	<b>Availability</b>
American Sign Language	\$2.50	No minimum	On Demand 24/7/365
Sign Language Interpreting in Other Languages	\$2.50	No minimum	On Demand 24/7/365
All Available Spoken Languages	\$2.50	No minimum	On Demand 24/7/365

2. CONTRACTOR agrees that the rates will be applied on a per minute basis.
3. The CONTRACTOR must submit invoices by email on a monthly basis, within seven (7) calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of calls, in an editable format, with the following information for each call:
  - a. Request date and time;
  - b. Whether or not the call was connected;
  - c. Name of CITY department placing the call;

- d. Name of CITY employee placing the call;
  - e. Type of connection (mobile app or website);
  - f. Service name/type of language;
  - g. Type of call (audio or video);
  - h. Time taken to connect the caller to the Interpreter;
  - i. Rate;
  - j. Call duration by minute;
  - k. Total cost of call; and
  - l. Transaction ID.
- 4. The CITY will make payment after review of the invoices and associated reporting, and verification of the services provided.
  - 5. The CONTRACTOR must retain supporting documents reflecting charges on file during the duration of the contract.
  - 6. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide VRI services to the CITY. Execution of this Agreement does not guarantee that the CITY will request CONTRACTOR to provide any services or any level of services. The CITY does not guarantee a minimum number of service minutes. The CONTRACTOR acknowledges that fluctuations in demand for VRI services are expected. The volume of work may vary based on the CITY's operational needs.

### **§302. Additional Requirements**

- 1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Serves as the primary point of contact for CITY and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to

requests and issues that may arise outside of CONTRACTOR's regular business hours.

2. CONTRACTOR shall, at a minimum, submit a monthly report utilizing a reporting template provided by CITY with each monthly invoice that includes, but is not limited to, the items listed below.
  - a. Total number of active accounts;
  - b. Total number of calls received;
  - c. Percent of calls successfully connected;
  - d. Summary of technical issues reported by system users and steps the CONTRACTOR has taken to resolve them; and
  - e. Number and type of training provided, including the number of attendees for each live training and the number of people who completed each on-demand training.
3. Additionally, the CONTRACTOR shall provide additional reports to the CITY upon request, covering specific items for a designated period.
4. CITY reserves the right to request copies of and inspect CONTRACTOR's records for compliance with the terms of this Contract. Contractor must make records available for CITY inspection.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 6/24 [v.1]) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to

a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).

3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

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

By: \_\_\_\_\_

Stephen David Simon  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**INTERPRETERS UNLIMITED, INC.**

*\*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*

By: \_\_\_\_\_

Shamus Sayed  
Vice President

By: \_\_\_\_\_

Name  
Title

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

Hydee Feldstein Soto, City Attorney

By: \_\_\_\_\_

Chris Lee  
Deputy City Attorney

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Name  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 0002748454-0001-9  
Internal Revenue Service Taxpayer Identification Number: 20-5905641  
Said Agreement is Number C-                      of City Contracts



## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.



## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive



and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.



## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,



provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.



#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Interpreters Unlimited, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
LIFESIGNS, INC.**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and LIFESIGNS, Inc., hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Patricia Hughes** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

LIFESIGNS, Inc.  
LIFESIGNS NOW  
2222 Laverna Ave.  
Los Angeles, CA 90041  
Attention: Patricia Hughes, CEO

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for twelve (12) months from **July 1, 2024 to June 30, 2025**. The City reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.



## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidence by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Sign Language Interpreting (SLI) services on an as-needed basis, in-person and remotely, as listed in Section III X.X, for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, concerts, performing arts, press conferences, medical and mental health services, legal/law enforcement,

emergency services, and disaster response throughout the Greater Los Angeles Area.

2. SLI assignments will vary in length. More than one Interpreter may be assigned for assignments longer than two hours. More than one Interpreter may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for SLI, CONTRACTOR will provide SLI services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a. Standard Notice Request
    - i. In-person assignments: submitted at least five (5) business days in advance
    - ii. Remote assignments: submitted at least two (2) business days in advance
  - b. Short Notice Requests
    - i. In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii. Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c. Emergency Notice Requests
    - i. In-person assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY
    - ii. Remote assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Interpreters, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:
  - Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.

- Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR'S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Interpreters based on assignment type and Interpreter expertise, ensuring Interpreters have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.
5. Service requests submitted by CITY will include, at a minimum, the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
  6. The CITY may require an Interpreter to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Interpreting services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Interpreter is "on-call" even though services will only be provided for a portion of that time.
  7. Interpreters must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
  8. For public meetings and events, if the constituent or CITY department requesting SLI services is late or does not participate in the meeting or event, the CONTRACTOR understands that SLI services must still be provided as scheduled.
  9. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
  10. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
  11. CONTRACTOR must ensure that all American Sign Language (ASL) Interpreters and Oral Interpreters maintain a nationally recognized certification (such as ACCI, BEI, CDI, CI, CT, CSC, EIPA, IC, MCSC, NAD Level IV or V, NIC, OIC, OTC, RSC, SC, TC, QAST Level IV or V, etc.).
  12. Interpreter certification records must be available for CITY inspection upon request at any time during normal business hours. Any Interpreter whose certification cannot be verified by the CITY will not be dispatched to any CITY assignment until the CONTRACTOR submits the appropriate information and receives approval in writing from the CITY, or the CITY grants an exception to this policy.

13. CONTRACTOR must ensure that Sign Language Interpreting (SLI) services are delivered with a high degree of cultural competency. Interpreters must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
14. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
15. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Interpreter who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

### **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short-Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Interpreter begins travel to the assignment, the CITY must not be billed for the service.
3. If an interpreter terminates an assignment under 'fair and justifiable grounds' in accordance with Tenet 6.2 of the RID/NAD Code of Professional Conduct, it must be communicated to the CITY in writing within twenty-four (24) hours.

## **SECTION III. COMPENSATION**

### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:

a. In-Person SLI Services & Rates

- i. Two (2) hour minimum booking required for all in-person services
- ii. American Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$110 per hour
    - Short-Notice: \$130 per hour
    - Emergency Notice: \$150 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$130 per hour
    - Short Notice: \$150 per hour
    - Emergency Notice: \$170 per hour
- iii. American Sign Language for Emergency / Disaster Response
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$175 per hour
    - Short-Notice: \$200 per hour
    - Emergency Notice: \$250 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$195 per hour
    - Short Notice: \$220 per hour
    - Emergency Notice: \$270 per hour
- iv. American Sign Language for Press Conferences
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$160 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$235 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$180 per hour
    - Short Notice: \$205 per hour
    - Emergency Notice: \$255 per hour
- v. American Sign Language for Legal / Medical / Mental Health Assignments
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$135 per hour
    - Short-Notice: \$155 per hour
    - Emergency Notice: \$175 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$155 per hour
    - Short Notice: \$175 per hour
    - Emergency Notice: \$195 per hour
- vi. American Sign Language for Concert and Performing Art Events
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$150 per hour

- Short-Notice: \$175 per hour
  - Emergency Notice: \$225 per hour
- 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
  - Standard Notice: \$170 per hour
  - Short Notice: \$195 per hour
  - Emergency Notice: \$245 per hour
- vii. Trilingual Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$130 per hour
    - Short-Notice: \$150 per hour
    - Emergency Notice: \$170 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$150 per hour
    - Short-Notice: \$170 per hour
    - Emergency Notice: 190 per hour
- viii. Trilingual Sign Language for Emergency / Disaster Response
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour
    - Short-Notice: \$220 per hour
    - Emergency Notice: \$270 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$215 per hour
    - Short-Notice: \$240 per hour
    - Emergency Notice: \$290 per hour
- ix. Trilingual Sign Language for Press Conference
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$180 per hour
    - Short-Notice: \$205 per hour
    - Emergency Notice: \$255 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$200 per hour
    - Short-Notice: \$225 per hour
    - Emergency Notice: \$275 per hour
- x. Trilingual Sign Language for Legal / Medical / Mental Health
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$155 per hour
    - Short-Notice: \$175 per hour
    - Emergency Notice: \$195 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$175 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$215 per hour



- xi. Trilingual Sign Language for Concerts / Performing Arts
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$170 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$245 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$190 per hour
    - Short-Notice: \$215 per hour
    - Emergency Notice: \$265 per hour
- xii. SLI in Other Languages (Mexican Sign Language)
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$130 per hour
    - Short-Notice: \$150 per hour
    - Emergency Notice: \$170 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$150 per hour
    - Short-Notice: \$170 per hour
    - Emergency Notice: \$190 per hour
- xiii. SLI in Other Languages (Mexican Sign Language) for Emergency / Disaster Response
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour
    - Short-Notice: \$220 per hour
    - Emergency Notice: \$270 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$215 per hour
    - Short-Notice: \$240 per hour
    - Emergency Notice: \$290 per hour
- xiv. SLI in Other Languages (Mexican Sign Language) for Press Conference
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$180 per hour
    - Short-Notice: \$205 per hour
    - Emergency Notice: \$255 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$200 per hour
    - Short-Notice: \$225 per hour
    - Emergency Notice: \$275 per hour
- xv. SLI in Other Languages (Mexican Sign Language) for Legal / Medical / Mental Health
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$155 per hour
    - Short-Notice: \$175 per hour



- Emergency Notice: \$195 per hour
- 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
  - Standard Notice: \$175 per hour
  - Short-Notice: \$195 per hour
  - Emergency Notice: \$215 per hour
- xvi. SLI in Other Languages (Mexican Sign Language) for Concerts / Performing Arts
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$170 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$245 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$190 per hour
    - Short-Notice: \$215 per hour
    - Emergency Notice: \$265 per hour
- xvii. Deaf-Blind Tactile Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$130 per hour
    - Short-Notice: \$150 per hour
    - Emergency Notice: \$170 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$150 per hour
    - Short-Notice: \$170 per hour
    - Emergency Notice: \$190 per hour
- xviii. Certified Deaf Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$225 per hour
    - Short-Notice: \$250 per hour
    - Emergency Notice: \$300 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$245 per hour
    - Short-Notice: \$270 per hour
    - Emergency Notice: \$320 per hour

b. Remote SLI Services & Rates

- i. Two (2) hour minimum booking required for all remote services.
- ii. American Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$100 per hour
    - Short-Notice: \$120 per hour
    - Emergency Notice: \$140 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays

- Standard Notice: \$120 per hour
  - Short-Notice: \$140 per hour
  - Emergency Notice: \$160 per hour
- iii. American Sign Language for Emergency / Disaster Response
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$165 per hour
    - Short-Notice: \$190 per hour
    - Emergency Notice: \$240 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$185 per hour
    - Short-Notice: \$210 per hour
    - Emergency Notice: \$260 per hour
- iv. American Sign Language for Press Conference
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$150 per hour
    - Short-Notice: \$175 per hour
    - Emergency Notice: \$225 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$170 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$245 per hour
- v. American Sign Language for Legal / Medical / Mental Health
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$125 per hour
    - Short-Notice: \$145 per hour
    - Emergency Notice: \$165 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$145 per hour
    - Short-Notice: \$165 per hour
    - Emergency Notice: \$185 per hour
- vi. American Sign Language for Concerts / Performing Arts
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$140 per hour
    - Short-Notice: \$165 per hour
    - Emergency Notice: \$215 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$160 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$235 per hour
- vii. Trilingual Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$120 per hour
    - Short-Notice: \$140 per hour

- Emergency Notice: \$160 per hour
- 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
  - Standard Notice: \$140 per hour
  - Short-Notice: \$160 per hour
  - Emergency Notice: \$180 per hour
- viii. Trilingual Sign Language for Emergency / Disaster Response Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$185 per hour
    - Short-Notice: \$210 per hour
    - Emergency Notice: \$260 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$205 per hour
    - Short-Notice: \$230 per hour
    - Emergency Notice: \$280 per hour
- ix. Trilingual Sign Language for Press Conference Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$170 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$245 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$190 per hour
    - Short-Notice: \$215 per hour
    - Emergency Notice: \$265 per hour
- x. Trilingual Sign Language for Legal / Medical / Mental Health Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$145 per hour
    - Short-Notice: \$165 per hour
    - Emergency Notice: \$185 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$165 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$205 per hour
- xi. Trilingual Sign Language for Concerts / Performing Arts
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$160 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$235 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$180 per hour
    - Short-Notice: \$205 per hour
    - Emergency Notice: \$255 per hour
- xii. SLI in Other Languages (Mexican Sign Language)
  - 1. Monday through Friday, 8:00 AM to 6:00 PM

- Standard Notice: \$120 per hour
  - Short-Notice: \$140 per hour
  - Emergency Notice: \$160 per hour
- 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
  - Standard Notice: \$140 per hour
  - Short-Notice: \$160 per hour
  - Emergency Notice: \$180 per hour
- xiii. SLI in Other Languages (Mexican Sign Language) for Emergency / Disaster Response Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$185 per hour
    - Short-Notice: \$210 per hour
    - Emergency Notice: \$260 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$205 per hour
    - Short-Notice: \$230 per hour
    - Emergency Notice: \$280 per hour
- xiv. SLI in Other Languages (Mexican Sign Language) for Press Conferences
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$170 per hour
    - Short-Notice: \$195 per hour
    - Emergency Notice: \$245 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$190 per hour
    - Short-Notice: \$215 per hour
    - Emergency Notice: \$265 per hour
- xv. SLI in Other Languages (Mexican Sign Language) for Legal / Medical / Mental Health Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$145 per hour
    - Short-Notice: \$165 per hour
    - Emergency Notice: \$185 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays
    - Standard Notice: \$165 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$205 per hour
- xvi. SLI in Other Languages (Mexican Sign Language) for Concerts / Performing Arts
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$160 per hour
    - Short-Notice: \$185 per hour
    - Emergency Notice: \$235 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends & holidays

- Standard Notice: \$180 per hour
  - Short-Notice: \$205 per hour
  - Emergency Notice: \$255 per hour
2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than one (1) hour before the commencement of the service and no more than one (1) hour after the conclusion of services.
  3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III 301.2.
  4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
  5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
  6. If an Interpreter is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
  7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
    - a. Job/Request number
    - b. Date of service
    - c. Time of service
    - d. Type of service (in-person or remote)
    - e. Amount of notice (standard, short, or emergency)
    - f. Name of requesting CITY department
    - g. Name of Interpreter(s)
    - h. Parking expense (If applicable - submit parking receipt with invoice)
    - i. Cancellation fee (If applicable)
    - j. LAPD/911, requesting Operator/Officer name and badge number (if applicable)
    - k. Total number of service hours

l. Hourly rate

m. Line total

8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide SLI services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for SLI services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one SLI service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other SLI companies for a specific service request.

#### **§302. Additional Requirements**

1. CONTRACTOR shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:



- a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of in-person requests fulfilled through remote services because an in-person Interpreter was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
  4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

## **SECTION V. MISCELLANEOUS**

### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**LIFESIGNS, INC.**

*\*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*

By: \_\_\_\_\_  
PATRICIA HUGHES  
CEO

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

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 0000738056-0001-0  
Internal Revenue Service Taxpayer Identification Number: 95-4044564  
Said Agreement is Number C- \_\_\_\_\_ of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.



#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.



### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Lifesigns, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SORENSEN COMMUNICATIONS, LLC**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Sorenson Communications, LLC, hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Donna Mahoney** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

## **§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Sorenson Communications, LLC  
Sorenson Interpreting  
4192 S. Riverboat Road  
Salt Lake City, UT 84123  
Attention: Donna Mahoney, Vice President

## **§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

## **SECTION II. TERM AND SERVICES TO BE PROVIDED**

### **§201. Term of Agreement**

This Agreement shall be in effect for one (1) year from **July 1, 2024 to June 30, 2025**. The CITY reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives

additional funding in the Contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Sign Language Interpreting (SLI) services on an as-needed basis, in-person and remotely, as listed in Section III §301.1, for various

CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, concerts, performing arts, press conferences, medical and mental health services, legal/law enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.

2. SLI assignments will vary in length. More than one Interpreter may be assigned for assignments longer than two hours. More than one Interpreter may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for SLI, CONTRACTOR will provide SLI services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a) Standard Notice Request
    - i. In-person assignments: submitted at least five (5) business days in advance
    - ii. Remote assignments: submitted at least two (2) business days in advance
  - b) Short Notice Requests
    - i. In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii. Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c) Emergency Notice Requests
    - i. In-person assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY.
    - ii. Remote assignments: submitted twenty-four (24) hours or less in advance, and Interpreter must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Interpreters, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:

- Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.
  - Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR’S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Interpreters based on assignment type and Interpreter expertise, ensuring Interpreters have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.
5. Service requests submitted by CITY will include, at a minimum, the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
  6. The CITY may require an Interpreter to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Interpreting services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Interpreter is “on-call” even though services will only be provided for a portion of that time.
  7. Interpreters must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
  8. For public meetings and events, if the constituent or CITY department requesting SLI services is late or does not participate in the meeting or event, the CONTRACTOR understands that SLI services must still be provided as scheduled.
  9. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
  10. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
  11. CONTRACTOR must ensure that all American Sign Language (ASL) Interpreters and Oral Interpreters maintain a nationally recognized certification (such as ACCI,



BEI, CDI, CI, CT, CSC, EIPA, IC, MCSC, NAD Level IV or V, NIC, OIC, OTC, RSC, SC, TC, QAST Level IV or V, etc.).

12. Interpreter certification records must be available for CITY inspection upon request at any time during normal business hours. Any Interpreter whose certification cannot be verified by the CITY will not be dispatched to any CITY assignment until the CONTRACTOR submits the appropriate information and receives approval in writing from the CITY, or the CITY grants an exception to this policy.
13. CONTRACTOR must ensure that Sign Language Interpreting (SLI) services are delivered with a high degree of cultural competency. Interpreters must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
14. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
15. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Interpreter who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

## **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short-Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Interpreter begins travel to the assignment, the CITY must not be billed for the service.

3. If an interpreter terminates an assignment under 'fair and justifiable grounds' in accordance with Tenet 6.2 of the RID/NAD Code of Professional Conduct, it must be communicated to the CITY in writing within twenty-four (24) hours.

### **SECTION III. COMPENSATION**

#### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:
  - a. In-Person SLI Services & Rates
    - i. Two (2) hour minimum booking required for all in-person services
    - ii. For the purpose of this section, Trilingual Sign Language refers to Spanish to English to American Sign Language translation
    - iii. American Sign Language
      1. Monday through Friday, 8:00 AM to 6:00 PM
        - o Standard Notice: \$138 per hour
        - o Short-Notice: \$190 per hour
      2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
        - o Standard Notice: \$160 per hour
        - o Short Notice: \$240 per hour
    - iv. American Sign Language for Press Conferences
      1. Monday through Friday, 8:00 AM to 6:00 PM
        - o Standard Notice: \$138 per hour
        - o Short-Notice: \$205 per hour
      2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
        - o Standard Notice: \$180 per hour
        - o Short Notice: \$240 per hour
    - v. American Sign Language for Legal / Medical / Mental Health Assignments
      1. Monday through Friday, 8:00 AM to 6:00 PM
        - o Standard Notice: \$195 per hour
        - o Short-Notice: \$255 per hour
      2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
        - o Standard Notice: \$230 per hour

- Short Notice: \$290 per hour
- vi. American Sign Language for Concert and Performing Art Events
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$145 per hour
    - Short-Notice: \$205 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$180 per hour
    - Short Notice: \$240 per hour
- vii. Trilingual Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour
    - Short-Notice: \$255 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$230 per hour
    - Short-Notice: \$290 per hour
- viii. Trilingual Sign Language for Press Conferences
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour
    - Short-Notice: \$255 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$230 per hour
    - Short-Notice: \$290 per hour
- ix. Trilingual Sign Language for Legal / Medical / Mental Health Assignments
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour
    - Short-Notice: \$255 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$230 per hour
    - Short-Notice: \$290 per hour
- x. Trilingual Sign Language for Concert and Performing Art Events
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$215 per hour
    - Short-Notice: \$275 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$250 per hour
    - Short-Notice: \$310 per hour
- xi. Deaf-Blind Tactile Interpreter
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$195 per hour

- Short-Notice: \$255 per hour
- 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
  - Standard Notice: \$230 per hour
  - Short-Notice: \$290 per hour

b. Remote SLI Services

- i. One (1) hour minimum booking required for all remote services
- ii. For the purpose of this section, Trilingual Sign Language refers to Spanish to English to American Sign Language translation
- iii. American Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$138 per hour
    - Short-Notice: \$190 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$160 per hour
    - Short Notice: \$240 per hour
- iv. American Sign Language for Press Conferences
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$138 per hour
    - Short-Notice: \$205 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$180 per hour
    - Short Notice: \$240 per hour
- v. American Sign Language for Legal / Medical / Mental Health Assignments
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$205 per hour
    - Short-Notice: \$265 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$240 per hour
    - Short Notice: \$300 per hour
- vi. American Sign Language for Concert and Performing Art Events
  - 1. Monday through Friday, 8:00 AM to 6:00 PM
    - Standard Notice: \$155 per hour
    - Short-Notice: \$215 per hour
  - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
    - Standard Notice: \$190 per hour
    - Short Notice: \$250 per hour
- vii. Trilingual Sign Language
  - 1. Monday through Friday, 8:00 AM to 6:00 PM

- Standard Notice: \$205 per hour
      - Short-Notice: \$265 per hour
    - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - Standard Notice: \$240 per hour
      - Short-Notice: \$300 per hour
  - viii. Trilingual Sign Language for Press Conferences
    - 1. Monday through Friday, 8:00 AM to 6:00 PM
      - Standard Notice: \$215 per hour
      - Short-Notice: \$265 per hour
    - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - Standard Notice: \$240 per hour
      - Short-Notice: \$300 per hour
  - ix. Trilingual Sign Language for Legal / Medical / Mental Health Assignments
    - 1. Monday through Friday, 8:00 AM to 6:00 PM
      - Standard Notice: \$215 per hour
      - Short-Notice: \$265 per hour
    - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - Standard Notice: \$240 per hour
      - Short-Notice: \$300 per hour
  - x. Trilingual Sign Language for Concert and Performing Art Events
    - 1. Monday through Friday, 8:00 AM to 6:00 PM
      - Standard Notice: \$155 per hour
      - Short-Notice: \$215 per hour
    - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - Standard Notice: \$190 per hour
      - Short-Notice: \$250 per hour
- c. CONTRACTOR will **not** provide the following services:
- i. In-person or remote services requested by CITY with less than 24 hours notice (emergency notice)
  - ii. In-person or remote American Sign Language for emergency / disaster response
  - iii. In-person or remote Trilingual Sign Language for emergency / disaster response
  - iv. In-person or remote sign language interpreting in languages other than those specified
2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be

submitted with the invoice. The parking receipt must include a parking time period of no more than one (1) hour before the commencement of the service and no more than one (1) hour after the conclusion of services.

3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2.
4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
6. If an Interpreter is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service
  - c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Interpreter(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. LAPD/911, requesting Operator/Officer name and badge number (if applicable)
  - k. Total number of service hours
  - l. Hourly rate
  - m. Line total



8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide SLI services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for SLI services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one SLI service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other SLI companies for a specific service request.

### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR

- i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of in-person requests fulfilled through remote services because an in-person Interpreter was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit

the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).

3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**SORENSEN COMMUNICATIONS, LLC**

*\*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*

By: \_\_\_\_\_  
DONNA MAHONEY  
Vice President

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

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 201701110265  
Internal Revenue Service Taxpayer Identification Number: 26-1770427  
Said Agreement is Number C- \_\_\_\_\_ of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.



- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.



## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Sorenson Communications, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
TOTAL RECALL CAPTIONING, INC.**

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**THIS AGREEMENT** made and entered into this [REDACTED] day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Total Recall Captioning, Inc., hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Sandy Eisenberg** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Total Recall Captioning, Inc.  
29629 Canwood Street  
Agoura Hills, CA 91301  
Attention: Sandy Eisenberg, President/CEO

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for one (1) year from **July 1, 2024 to June 30, 2025**. The City reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Communication Access Realtime Translation (CART) services on an as-needed basis, in-person and remotely, as listed in Section III §301.1, for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes,

special events, legal/law enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.

2. CART assignments will vary in length. More than one Captioner may be assigned for assignments longer than two hours. More than one Captioner may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for CART, CONTRACTOR will provide CART services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a) Standard Notice Request
    - i) In-person assignments: submitted at least five (5) business days<sup>1</sup> in advance
    - ii) Remote assignments: submitted at least two (2) business days in advance
  - b) Short Notice Requests
    - i) In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii) Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c) Emergency Notice Requests
    - i) In-person assignments: submitted twenty-four (24) hours or less in advance, and Captioner must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY
    - ii) Remote assignments: submitted twenty-four (24) hours or less in advance, and Captioner must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Captioners, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:

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<sup>1</sup>For the purpose of calculating business days in this Agreement, weekends and City of Los Angeles Legal Holidays for Employees shall not count as business days. City of Los Angeles Legal Holidays for Employees are listed in [Los Angeles Administrative Code Section 4.119](#).



- Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.
  - Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR’S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Captioners based on assignment type and Captioner expertise, ensuring Captioners have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.
5. Service requests submitted by CITY will, at a minimum, include the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
  6. The CITY may require a Captioner to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Captioning services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Captioner is “on-call” even though services will only be provided for a portion of that time.
  7. Captioners must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
  8. For public meetings and events, if the constituent or CITY department requesting CART services is late or does not participate in the meeting or event, the CONTRACTOR understands that CART services must still be provided as scheduled.
  9. CONTRACTOR shall provide a web link for viewing captions on a separate screen (e.g., Streamtext) for each assignment.
  10. CONTRACTOR shall provide a complete, consolidated transcript and deliver an electronic file via email to the CITY within forty-eight (48) hours of completing each assignment, unless otherwise agreed upon by both parties on a case-by-case basis.
  11. CONTRACTOR shall inform the CITY in advance of each in-person assignment if the CITY is required to furnish any equipment, supplies, hardware, and/or software for the Captioner’s use during the assignment and, if so, clearly communicate any specific equipment requirements or preferences to the CITY.
  12. CONTRACTOR shall provide technical guidance as needed to CITY to ensure the necessary equipment and systems (hardware and/or software) are properly set up to deliver CART services in-person and remotely.

13. CONTRACTOR shall be available for the duration of remote assignments to provide technical support when needed.
14. All software systems that City employees will use to access CART services, must be, or be made, compatible with City systems.
15. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
16. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
17. CONTRACTOR must ensure that all Captioners meet the minimum standards for CART providers established by the National Court Reporters Association of 180 words per minute with 96% accuracy. Alternatively, Captioners must be proven, qualified professionals with over five years of similar CART experience, having passed an independent assessment at NCRA or NVRA standards. They may also hold other relevant certifications such as the California Certified CART Generalist (CCG) or the NVRA (National Verbatim Reporters Association) Registered CART Provider - Master (RCP-M).
18. CONTRACTORS must ensure that CART services are delivered with a high degree of cultural competency. Captioners must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
19. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
20. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Captioner who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

## **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.

2. In the event the CITY cancels an “immediate (emergency)” request and the CONTRACTOR is notified of the cancellation within twenty (20) minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Captioner begins travel to the assignment, the CITY must not be billed for the service.

### **SECTION III. COMPENSATION**

#### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:
  - a. In-Person CART Services
    - i. Three (3) hour minimum booking required for all in-person services. The three (3) hour minimum booking includes the time necessary for set-up and break-down.
    - ii. English-to-English Captioning
      1. Monday through Friday - 8:00 AM to 6:00 PM
        - a. Standard Notice: \$195 per hour
        - b. Short Notice: \$205 per hour
        - c. Emergency Notice: \$240 per hour
      2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
        - a. Standard Notice: \$205 per hour
        - b. Short Notice: \$225 per hour
        - c. Emergency Notice: \$250 per hour
    - iii. Spanish-to-Spanish Captioning
      1. Monday through Friday - 8:00 AM to 6:00 PM
        - a. Standard Notice: \$250 per hour
        - b. Short Notice: \$265 per hour
        - c. Emergency Notice: \$305 per hour
      2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
        - a. Standard Notice: \$265 per hour
        - b. Short Notice: \$280 per hour

- c. Emergency Notice: \$325 per hour
  - iv. Language-to-Language other than English or Spanish
    - 1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$265 per hour
      - b. Short Notice: \$280 per hour
      - c. Emergency Notice: \$325 per hour
    - 2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$280 per hour
      - b. Short Notice: \$300 per hour
      - c. Emergency Notice: \$345 per hour
- b. Remote CART Services
  - i. One (1) hour minimum booking required for all remote services
  - ii. English-to-English Captioning
    - 1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$150 per hour
      - b. Short Notice: \$165 per hour
      - c. Emergency Notice: \$195 per hour
    - 2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$165 per hour
      - b. Short Notice: \$180 per hour
      - c. Emergency Notice: \$210 per hour
  - iii. Spanish-to-Spanish Captioning
    - 1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$180 per hour
      - b. Short Notice: \$200 per hour
      - c. Emergency Notice: \$225 per hour
    - 2. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$200 per hours
      - b. Short Notice: \$215 per hour
      - c. Emergency Notice: \$250 per hour
  - iv. Language-to-Language other than English or Spanish
    - 1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$250 per hour

- b. Short Notice: \$265 per hour
    - c. Emergency Notice: \$305 per hour
  - 2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
    - a. Standard Notice: \$265 per hour
    - b. Short Notice: \$280 per hour
    - c. Emergency Notice: \$325 per hour
- c. Add-On Rates
  - i. Solo In-Person Captioner
    - 1. When a team of two Captioners is warranted for in-person services, but a second Captioner is not available, CONTRACTOR may bill a 50% surcharge on the service fee to duly compensate the solo in-person Captioner.
  - ii. Bilingual Spanish-to-English CART
    - 1. Spoken Spanish-to-Spanish and English-to-English captions with the persons speaking switching between the two languages
      - a. \$25/hour added to Spanish-to-Spanish CART Rate
  - iii. English-to-Spanish or Spanish-to-English Translation CART
    - a. \$45/hour added to any Spanish-to-Spanish CART Rate
  - iv. Complex language such as medical terminology or highly technical vocabulary
    - 1. \$20/hour may be added to any rate
  - v. Prep time, if warranted, could be negotiated in 15-minute increments by agreement of the CITY and the CONTRACTOR, using the same rate as the session being captioned.
  - vi. In-person CART streaming service using site's Wi-Fi (Ex: StreamText)
    - 1. \$6/hour each stream
  - vii. Auto-translation using CART streaming service, from English to approximately 52 languages.
    - 1. \$15/hour per language
  - viii. In-Person Equipment Costs:
    - 1. LCD Projector
      - a. \$150; and
      - b. One hour setup time at applicable in-person service rate
    - 2. Text on Top

- a. \$35 / each
- 3. Laptop
  - a. \$35 / each
- 4. Tablet
  - a. \$35 / each
- 2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than 1 (one) hour before the commencement of the service and no more than 1 (one) hour after the conclusion of services.
- 3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2.
- 4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
- 5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
- 6. If a Captioner is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
- 7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service
  - c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Captioner(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. Total number of service hours



- k. Hourly rate
  - l. Line total
- 8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
- 9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide CART services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for CART services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one CART service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other CART companies for a specific service request.

### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services

- i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of in-person requests fulfilled through remote services because an in-person Captioner was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
- 3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
- 4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 09-2022 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of

either party shall affect or modify any of the terms and conditions of this Agreement.

2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**TOTAL RECALL CAPTIONING, INC.**

*\*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*

By: \_\_\_\_\_  
SANDY EISENBERG  
President/CEO

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

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 000248363400011  
Internal Revenue Service Taxpayer Identification Number: 800194101  
Said Agreement is Number C-                      of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.



- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.



## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Total Recall Captioning, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SORENSEN COMMUNICATIONS, LLC**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and Sorenson Communications, LLC, hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Donna Mahoney** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

Sorenson Communications, LLC  
Sorenson Interpreting  
4192 S. Riverboat Road  
Salt Lake City, UT 84123  
Attention: Donna Mahoney, Vice President

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for one (1) year from **July 1, 2024 to June 30, 2025**. The CITY reserves the right to extend the contract for up to four (4) additional years with the same terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Communication Access Realtime Translation (CART) services on an as-needed basis, in-person and remotely, Section III §301.1, for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, legal/law enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.

2. CART assignments will vary in length. More than one Captioner may be assigned for assignments longer than two hours. More than one Captioner may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for CART, CONTRACTOR will provide CART services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a) Standard Notice Request
    - i) In-person assignments: submitted at least five (5) business days<sup>1</sup> in advance
    - ii) Remote assignments: submitted at least two (2) business days in advance
  - b) Short Notice Requests
    - i) In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii) Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c) Emergency Notice Requests
    - i) In-person assignments: submitted twenty-four (24) hours or less in advance, and Captioner must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY
    - ii) Remote assignments: submitted twenty-four (24) hours or less in advance, and Captioner must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Captioners, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:
  - Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.
  - Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR’S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Captioners based on assignment type and Captioner expertise, ensuring Captioners have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.

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<sup>1</sup>For the purpose of calculating business days in this Agreement, weekends and City of Los Angeles Legal Holidays for Employees shall not count as business days. City of Los Angeles Legal Holidays for Employees are listed in [Los Angeles Administrative Code Section 4.119](#).



5. Service requests submitted by CITY will, at a minimum, include the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
6. The CITY may require a Captioner to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Captioning services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Captioner is "on-call" even though services will only be provided for a portion of that time.
7. Captioners must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
8. For public meetings and events, if the constituent or CITY department requesting CART services is late or does not participate in the meeting or event, the CONTRACTOR understands that CART services must still be provided as scheduled.
9. CONTRACTOR shall provide a web link for viewing captions on a separate screen (e.g., Streamtext) for each assignment.
10. CONTRACTOR shall provide a complete, consolidated transcript and deliver an electronic file via email to the CITY within forty-eight (48) hours of completing each assignment, unless otherwise agreed upon by both parties on a case-by-case basis.
11. CONTRACTOR shall inform the CITY in advance of each in-person assignment if the CITY is required to furnish any equipment, supplies, hardware, and/or software for the Captioner's use during the assignment and, if so, clearly communicate any specific equipment requirements or preferences to the CITY.
12. CONTRACTOR shall provide technical guidance as needed to CITY to ensure the necessary equipment and systems (hardware and/or software) are properly set up to deliver CART services in-person and remotely.
13. CONTRACTOR shall be available for the duration of remote assignments to provide technical support when needed.
14. All software systems that City employees will use to access CART services, must be, or be made, compatible with City systems.
15. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
16. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
17. CONTRACTOR must ensure that all Captioners meet the minimum standards for CART providers established by the National Court Reporters Association of 180 words per minute with 96% accuracy. Alternatively, Captioners must be proven, qualified professionals with over five years of similar CART experience, having passed an independent assessment at NCRA or NVRA standards. They may also hold other relevant

certifications such as the California Certified CART Generalist (CCG) or the NVRA (National Verbatim Reporters Association) Registered CART Provider - Master (RCP-M).

18. CONTRACTORS must ensure that CART services are delivered with a high degree of cultural competency. Captioners must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
19. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
20. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Captioner who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

### **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short Notice" service request with less than two (2) business days or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted or if the cancellation is submitted prior to the time the Captioner begins travel to the assignment, the CITY must not be billed for the service.

## **SECTION III. COMPENSATION**

### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:
  - a. In-Person CART Services
    - i. Three (3) hour minimum booking required for all in-person services. The three (3) hour minimum booking includes the time necessary for set-up and break-down.
    - ii. English-to-English Captioning

1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$225 per hour
      - b. Short Notice: \$225 per hour
      - c. Emergency Notice: \$284 per hour
    2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$339 per hour
      - b. Short Notice: \$354 per hour
      - c. Emergency Notice: \$394 per hour
  - iii. Spanish-to-Spanish Captioning
    1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$225 per hour
      - b. Short Notice: \$225 per hour
      - c. Emergency Notice: \$284 per hour
    2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$339 per hour
      - b. Short Notice: \$354 per hour
      - c. Emergency Notice: \$394 per hour
  - iv. Language-to-Language other than English or Spanish
    1. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$289 per hour
      - b. Short Notice: \$349 per hour
      - c. Emergency Notice: \$394 per hour
    2. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$359 per hour
      - b. Short Notice: \$374 per hour
      - c. Emergency Notice: \$514 per hour
- b. Remote CART Services
  - i. English-to-English Captioning
    1. One (1) hour minimum booking required
    2. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$133 per hour
      - b. Short Notice: \$133 per hour
      - c. Emergency Notice: \$145 per hour
    3. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$153 per hour
      - b. Short Notice: \$153 per hour
      - c. Emergency Notice: \$175 per hour
  - ii. Spanish-to-Spanish Captioning
    1. One (1) hour minimum booking required

2. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$133 per hour
      - b. Short Notice: \$133 per hour
      - c. Emergency Notice: \$145 per hour
    3. Monday through Friday, 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$153 per hour
      - b. Short Notice: \$153 per hour
      - c. Emergency Notice: \$175 per hour
  - iii. Language-to-Language other than English or Spanish
    1. One (1) hour minimum booking required
    2. Monday through Friday - 8:00 AM to 6:00 PM
      - a. Standard Notice: \$165 per hour
      - b. Short Notice: \$165 per hour
      - c. Emergency Notice: \$205 per hour
    3. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
      - a. Standard Notice: \$195 per hour
      - b. Short Notice: \$195 per hour
      - c. Emergency Notice: \$215 per hour
2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than 1 (one) hour before the commencement of the service and no more than 1 (one) hour after the conclusion of services.
3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2.
4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
6. If a Captioner is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service

- c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Captioner(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. Total number of service hours
  - k. Hourly rate
  - l. Line total
8. When assignments are related to disaster response (when the CITY'S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.
  9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide CART services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for CART services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one CART service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other CART companies for a specific service request.

### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of

the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.

2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii: Amount of notice (standard, short, or emergency)
    - ii. Number of in-person requests fulfilled through remote services because an in-person Captioner was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.



## **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

## **SECTION V. MISCELLANEOUS**

### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).
3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**SORENSEN COMMUNICATIONS, LLC**

*\*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*

By: \_\_\_\_\_  
DONNA MAHONEY  
Vice President

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

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number – 201701110265  
Internal Revenue Service Taxpayer Identification Number: 26-1770427  
Said Agreement is Number C- \_\_\_\_\_ of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding



performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)



shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: Sorenson Communications, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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



**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
TPUSA, INC.**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of August by and between the City of Los Angeles, a municipal corporation, hereinafter called the "CITY" and TPUSA, Inc., hereinafter called the "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the Department on Disability hereinafter called the DOD, has been designated by the City to provide auxiliary aids and services on an as-needed basis to facilitate effective communication for persons with disabilities; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

**WHEREAS**, City and Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (**Council File Number**\_\_\_\_\_, **dated** \_\_\_\_\_), which authorizes the Executive Director of DOD to prepare and execute the Agreement; and

**NOW, THEREFORE**, in consideration of the premises, covenants, and considerations set forth herein, the parties do agree as follows:

**SECTION I. INTRODUCTION AND CONDITION PRECEDENT**

**§101. Representatives of The Parties and Service of Notices**

**Stephen David Simon**, Executive Director of the Department on Disability, or authorized designee, will represent the CITY with respect to all matters, including amendments connected with this Agreement, except those matters requiring an action by the CITY's Council or as otherwise provided in the CITY's Charter or Codes.

**Sharon Turner** or authorized designee, will represent the CONTRACTOR with respect to all matters, including amendments connected with this Agreement.

**§102. Notices**

The notices required or permitted to be given by CONTRACTOR or CITY hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following address:

CITY:

City of Los Angeles  
Department on Disability  
201 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012  
Attention: Stephen David Simon, Executive Director

CONTRACTOR:

TPUSA, Inc.  
Teleperformance RapidText  
1991 South 4650 West  
Salt Lake City, UT 84104  
Attention: Sharon Turner, Business Development

**§103. Changes**

If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**SECTION II. TERM AND SERVICES TO BE PROVIDED**

**§201. Term of Agreement**

This Agreement shall be in effect for twelve (12) months from **July 1, 2024 to June 30, 2025**. The City reserves the right to extend the contract for up to four (4) additional years with the same rate, terms and conditions. All amendments to this Agreement shall be in writing and approved by the CITY's representatives. The total length of this Agreement, including extensions, shall not exceed five (5) years.

Due to the need for the Contractor's services to be provided upon commencement of the Term, 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 and accepted.

DOD reserves the right to re-allocate funding between the providers selected from RFP #212845 if any of the providers is found to be in breach of contract and/or not able to perform the terms of their agreement. In addition, DOD reserves the right to increase the contract ceiling for any provider if the department receives additional funding in the Contractual Services line item that previously had been reduced during the budget process.

## **§202. Termination of the Agreement**

1. The CITY shall have the right to terminate this Agreement, at its convenience, upon thirty (30) days written notice to the CONTRACTOR. The CITY will pay CONTRACTOR for all services performed prior to the effective date of the termination of this Agreement, but the CITY shall not be liable for the cost of services performed or expenses incurred subsequent to the effective date of the termination of this Agreement.
2. Upon receipt of such written notice of termination of this Agreement, the CONTRACTOR shall discontinue all services, and shall deliver to the CITY all information, documents, data, or materials to which he or she had access to during this contract period.
3. If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service(s) within agreed performance standards as evidenced by City inspection, audit, through surveys, or by communications from the users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contract, the Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.
4. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise and qualifications of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **§203. Services to be Provided by the CONTRACTOR**

1. CONTRACTOR shall provide Communication Access Realtime Translation (CART) services on an as-needed basis, in-person and remotely, as listed in Section III XX.XX , for various CITY programs and services including, but not limited to, employee and public meetings, seminars, trainings, technical classes, special events, legal/law enforcement, emergency services, and disaster response throughout the Greater Los Angeles Area.

2. CART assignments will vary in length. More than one Captioner may be assigned for assignments longer than two hours. More than one Captioner may be assigned for assignments two hours or less in length if requested by the CITY and/or deemed necessary by the CONTRACTOR, and approved in advance in writing by the CITY.
3. Because of the nature of the demand for CART, CONTRACTOR will provide CART services in response to requests submitted with varying amounts of advance notice. The CITY has established the following three categories based on amount of notice:
  - a. Standard Notice Request
    - i. In-person assignments: submitted at least five (5) business days<sup>1</sup> in advance
    - ii. Remote assignments: submitted at least two (2) business days in advance
  - b. Short Notice Requests
    - i. In-person assignments: submitted less than five (5) business days and more than twenty-four (24) hours in advance.
    - ii. Remote assignments: submitted less than two (2) business days in more than twenty-four (24) hours in advance.
  - c. Emergency Notice Requests
    - i. In-person assignments: submitted twenty-four (24) hours or less in advance, and Captioner must deploy to arrive at the assignment location within one (1) hour from the time the request was submitted, unless otherwise requested by CITY
    - ii. Remote assignments: submitted twenty-four (24) hours or less in advance, and Captioner must log into the remote connection within thirty (30) minutes from the time the request was submitted.
4. CONTRACTOR shall establish processes for receiving and responding to service requests that include strategies for managing multiple requests, effectively communicating with the CITY about assignments and assigned Captioners, and providing timely updates in the event of changes to assignment status. Processes must include, but are not limited to:
  - Confirming receipt of and beginning to process “standard” service requests within one (1) business day from when the request is submitted.

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<sup>1</sup>For the purpose of calculating business days in this Agreement, weekends and City of Los Angeles Legal Holidays for Employees shall not count as business days. City of Los Angeles Legal Holidays for Employees are listed in [Los Angeles Administrative Code Section 4.119](#).

- Implementing a rapid-response process for Short Notice and Emergency Notice requests, including responding outside of CONTRACTOR'S normal business hours when necessary to fulfill, or attempt to fulfill, such requests.
  - Assigning qualified Captioners based on assignment type and Captioner expertise, ensuring Captioners have the appropriate skill level to handle applicable topics, terminologies, and circumstances, as well as meet the needs of the individual requesting the service when specified.
- 5. Service requests submitted by CITY will, at a minimum, include the service date, start and end time, location, requesting department, and point of contact. Additional information regarding the assignment and logistics may be provided by the requesting department to the CONTRACTOR after submission of the service request.
- 6. The CITY may require a Captioner to be on-call to respond immediately once the details of the request are confirmed. On-call requests occur when the CITY is aware of an imminent demand for immediate (emergency) Captioning services but does not know the exact time or location where services will be needed. In on-call situations, the CITY will pay for the full time that the Captioner is "on-call" even though services will only be provided for a portion of that time.
- 7. Captioners must arrive for in-person assignments and check in for remote assignments at least fifteen (15) minutes prior to the start of the assignment.
- 8. For public meetings and events, if the constituent or CITY department requesting CART services is late or does not participate in the meeting or event, the CONTRACTOR understands that CART services must still be provided as scheduled.
- 9. CONTRACTOR shall provide a web link for viewing captions on a separate screen (e.g., Streamtext) for each assignment.
- 10. CONTRACTOR shall provide a complete, consolidated transcript and deliver an electronic file via email to the CITY within forty-eight (48) hours of completing each assignment, unless otherwise agreed upon by both parties on a case-by-case basis.
- 11. CONTRACTOR shall inform the CITY in advance of each in-person assignment if the CITY is required to furnish any equipment, supplies, hardware, and/or software for the Captioner's use during the assignment and, if so, clearly communicate any specific equipment requirements or preferences to the CITY.
- 12. CONTRACTOR shall provide technical guidance as needed to CITY to ensure the necessary equipment and systems (hardware and/or software) are properly set up to deliver CART services in-person and remotely.
- 13. CONTRACTOR shall be available for the duration of remote assignments to provide technical support when needed.



14. All software systems that City employees will use to access CART services, must be, or be made, compatible with City systems.
15. CONTRACTOR acknowledges that assignments may be audio and/or video recorded and will inform its service providers that they may be audio or video recorded while on assignment.
16. CONTRACTOR agrees to meet as requested by the CITY to review and discuss implementation of the contract, including but not limited to evaluation of service effectiveness.
17. CONTRACTOR must ensure that all Captioners meet the minimum standards for CART providers established by the National Court Reporters Association of 180 words per minute with 96% accuracy. Alternatively, Captioners must be proven, qualified professionals with over five years of similar CART experience, having passed an independent assessment at NCRA or NVRA standards. They may also hold other relevant certifications such as the California Certified CART Generalist (CCG) or the NVRA (National Verbatim Reporters Association) Registered CART Provider - Master (RCP-M).
18. CONTRACTORS must ensure that CART services are delivered with a high degree of cultural competency. Captioners must be well-versed in the cultural nuances, diverse backgrounds, and communication preferences of individuals with disabilities and individuals who are d/Deaf and hard of hearing.
19. CONTRACTOR shall maintain confidentiality of information gathered during the provision of services under this contract, adhering to the highest standards of established privacy and data security protocols.
20. In accordance with the Americans with Disabilities Act (ADA), the CITY reserves the right to accommodate an individual's request for a specific Captioner who is not an employee, contractor, or sub-contractor of CONTRACTOR, and if CONTRACTOR is unable to fulfill a specific assignment within reasonable time, the CITY reserves the right to obtain services from other service providers.

## **Cancellation**

1. In the event the CITY cancels an in-person "Standard" or "Short Notice" service request with less than two (2) business days notice or a remote "Standard" or "Short-Notice" request with less than one (1) business day notice, the CITY may be charged a cancellation fee that does not exceed the cost of the scheduled assignment. Invoices with cancellation fees must include the time the cancellation was received and the name of the CITY staff who requested the cancellation.
2. In the event the CITY cancels an "immediate (emergency)" request and the CONTRACTOR is notified of the cancellation within 20 minutes from the time the request was submitted, the CITY must not be billed for the service.



## **SECTION III. COMPENSATION**

### **§301. Compensation and Method of Payment**

1. The CITY will pay CONTRACTOR the amount set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR and other agencies providing the same scope of services is not to exceed One Hundred Ninety-Seven Thousand Five Hundred Six Dollars (\$197,506) per year, based on the availability of funds, and unless modified by a contract amendment. CONTRACTOR may increase rates annually by a maximum of 2%. The rates are as follows for contract term 2024-2025:
  - a. In-Person CART Services
    - i. English-to-English Captioning
      1. Three (3) hour minimum booking required for all in-person services. The three (3) hour minimum booking includes the time necessary for set-up and break-down.
      2. 24 hours/day, 7 days/week, 365 days/year
        - a. Standard Notice: \$212 per hour
        - b. Short Notice: \$225 per hour
        - c. Emergency Notice: \$263 per hour
    - b. Remote CART Services
      - i. English-to-English Captioning
        1. One (1) hour minimum booking required
        2. 24 hours/day, 7 days/week, 365 days/year
          - a. Standard Notice: \$125 per hour
          - b. Short Notice: \$125 per hour
          - c. Emergency Notice: \$150 per hour
      - ii. Spanish-to-Spanish Captioning
        1. One (1) hour minimum booking required
        2. Monday through Friday - 8:00 AM to 6:00 PM
          - a. Standard Notice: \$185 per hour
          - b. Short Notice: \$250 per hour
          - c. Emergency Notice: \$250 per hour
        3. Monday through Friday - 6:00 PM to 8:00 AM; weekends; holidays
          - a. Standard Notice: \$218 per hour
          - b. Short Notice: \$250 per hour
          - c. Emergency Notice: \$250 per hour
      - iii. Language-to-Language other than English or Spanish
        1. One (1) hour minimum booking required
        2. 24 hours/day, 7 days/week, 365 days/year
          - a. Standard Notice: \$185 per hour

- b. Short Notice: \$185 per hour
- c. Emergency Notice: \$218 per hour

c. Additional Services

i. Human Transcription with or without time code<sup>2</sup>

- 1. English audio to written English: \$3.50 per minute / \$75 minimum
- 2. English audio to written Spanish: \$7 per minute / \$140 minimum

ii. Human Offline Captioning<sup>3</sup>

- 1. English to English: \$4.50 per minute / \$90 minimum
- 2. English to Spanish: \$7 per minute / \$140 minimum

iii. Human Offline Translation/Subtitles in over 100 languages

- 3. See table below.

Human Offline Translation/Subtitles (No Captioning, Timestamped or Not)			
LANGUAGE	RATE	UNIT	MINIMUM
English	\$3.50	minute	\$75
Spanish	\$7.00	minute	\$75
Armenian	\$30.00	minute	\$122.50
Chinese (Traditional)	\$30.00	minute	\$122.50
Farsi	\$30.00	minute	\$122.50
Hindi	\$30.00	minute	\$122.50
Japanese	\$30.00	minute	\$122.50
Khmer	\$37.00	minute	\$122.50
Korean	\$30.00	minute	\$122.50
Russian	\$30.00	minute	\$122.50
Tagalog	\$30.00	minute	\$122.50
Thai	\$30.00	minute	\$122.50
Vietnamese	\$30.00	minute	\$122.50
Other languages rates upon request			

2. CONTRACTOR may charge for parking fees that are incurred by their service providers for in-person services. To qualify for reimbursement, the parking fee must be included on the monthly invoice and the parking receipt must be submitted with the invoice. The parking receipt must include a parking time period of no more than 1

<sup>2</sup> Refers to the process of converting audio into written text, optionally including time codes to indicate where each section of text corresponds to the audio.

<sup>3</sup> Refers to the process of creating written captions for pre-recorded video content, ensuring accurate representation of spoken dialogue and relevant sounds.

(one) hour before the commencement of the service and no more than 1 (one) hour after the conclusion of services.

3. CONTRACTOR may not charge for mileage, travel, or related transportation costs, except for parking as discussed in Section III §301.2.
4. In the event an assignment begins earlier or runs longer than the scheduled assignment, CONTRACTOR will notify CITY no later than one (1) business day after the assignment and receive confirmation in writing by CITY prior to adding additional charges for the assignment.
5. The CONTRACTOR will not charge CITY for service provider(s) lunch breaks unless the request specifically requests a “working” lunch.
6. If a Captioner is late for an assignment, the CONTRACTOR must deduct the time of the delay from the invoice.
7. CONTRACTOR must submit invoices on a monthly basis, within seven calendar days after the end of the month, in a form satisfactory to the CITY. The invoice must be accompanied by a list of services provided, in an editable format, with the following for each assignment:
  - a. Job/Request number
  - b. Date of service
  - c. Time of service
  - d. Type of service (in-person or remote)
  - e. Amount of notice (standard, short, or emergency)
  - f. Name of requesting CITY department
  - g. Name of Captioner(s)
  - h. Parking expense (If applicable - submit parking receipt with invoice)
  - i. Cancellation fee (If applicable)
  - j. Total number of service hours
  - k. Hourly rate
  - l. Line total
8. When assignments are related to disaster response (when the CITY’S Emergency Operations Center is activated), a separate invoice must be submitted. The CITY will inform CONTRACTOR when this is required.

9. The CONTRACTOR understands and agrees that this is a **non-exclusive agreement** to provide CART services to the CITY. The CONTRACTOR understands and agrees that the CITY will assign jobs as needed. However, the CITY does not guarantee a minimum number of service hours or assignments. The CONTRACTOR acknowledges that fluctuations in demand for CART services are expected. Job assignments will be made at the CITY's discretion, and the volume of work may vary based on the CITY's operational needs. The CITY reserves the right to utilize more than one CART service provider to fulfill an assignment, which may result in the CONTRACTOR working alongside other CART companies for a specific service request.

### **§302. Additional Requirements**

1. Contractor shall designate the following personnel to carry out the terms of the Contract and provide CITY with their regular and emergency contact information upon execution of the Contract, and at any time the contact information changes:
  - a. Contract Manager: Authorized to implement the terms of this Agreement, serves as the primary point of contact for CITY, and is responsible for responding to inquiries from CITY and collaborating with CITY to resolve any issues that may arise during implementation of the contract. The Contract Manager must have a thorough understanding of the contract requirements.
  - b. Emergency Contact: Serves as the primary point of contact for the CITY to address service requests and urgent issues that arise outside of CONTRACTOR's regular business hours. The Emergency Contact must have a thorough understanding of the contract requirements as it relates to requests and issues that may arise outside of CONTRACTOR's regular business hours.
2. CONTRACTOR shall, at a minimum, submit a monthly report with each monthly invoice regarding all requests submitted by CITY for services within reporting month under this Contract (including service requests from LAPD and other CITY departments and offices), utilizing a reporting template provided by the CITY, that includes but is not limited to the following items:
  - a. Total number of requests submitted by CITY for services
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
  - b. Total number of requests fulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)

- iii. Number of in-person requests fulfilled through remote services because an in-person Captioner was not available
  - c. Total number requests unfulfilled by CONTRACTOR
    - i. Type of service (in-person or remote)
    - ii. Amount of notice (standard, short, or emergency)
    - iii. Number of unfulfilled requests by requesting department
  - d. Total number of requests canceled by CITY
    - i. Number with a cancellation fee
    - ii. Number without a cancellation fee
  - e. Summary of known customer complaints and their resolution
- 3. Additionally, the CONTRACTOR shall provide other reports to the CITY upon request, covering specific items for a designated period.
- 4. For emergency assignments, CONTRACTOR must report the total hours worked to DOD within one (1) business day from the completion of the assignment.

#### **SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION**

##### **§401. Standard Provisions**

The Standard Provisions for City Personal Services Contracts (Rev. 06-2024 V1) is hereby incorporated into and made a part of this Agreement as Appendix A.

#### **SECTION V. MISCELLANEOUS**

##### **§501. Agreement**

1. This Agreement, and Appendix A (Standard Provisions for City contracts), contains the full and complete Agreement between CONTRACTOR and CITY. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
2. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law (Refer to the Standard Provisions for City Personal Services Contract of the RFP).

3. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
4. The failure of the City to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by City, nor shall, as a result, City relinquish any rights that it may have under this Agreement.
5. This Agreement shall be binding on and inures to the benefit of the heirs, executors, administrators and assigns of the parties hereto.



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

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

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

By: \_\_\_\_\_  
STEPHEN DAVID SIMON  
Executive Director  
Department on Disability

Date: mm/dd/yyyy

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
CHRIS LEE  
Deputy City Attorney

Date: mm/dd/yyyy

**TPUSA, Inc.**

*\*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*

By: \_\_\_\_\_  
SHARON TURNER  
Business Development

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

Date: mm/dd/yyyy

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
NAME  
Deputy City Clerk

Date: mm/dd/yyyy

City Business License Number: BTRC Number –  
Internal Revenue Service Taxpayer Identification Number:  
Said Agreement is Number C-                      of City Contracts

## **ATTACHMENT A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.



#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding



performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive



and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)



shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,



provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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: TPUSA, Inc.Date: 10/18/2024Agreement/Reference: Accessible Communication Services

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

Limits

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

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party.</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) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **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"/> _____

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** Submitted to Kathy De La Paz @ Department on Disability, October 18, 2024

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

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

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