

[0150-12392-0000]

TRANSMITTAL

TO The Council	DATE 09/06/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

Request for Authority to execute contract with Madden Corporation dba ProLegal

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


MAYOR

(Chris Thompson for)

MWS:CL:092023174

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: 08-02-23	C.D. No. All	CAO File No.: 0150-12392-0000
Contracting Department/Bureau: Office of Finance		Contact: Angela De La Rosa, (213) 564-7928	
Reference: Office of Finance transmittal to the Mayor's Office, with supplemental and amended documentation subsequently provided in May 2023.			
Purpose of Contract: To assist Finance's Citywide Collection Unit with legal support services with registered subpoena servers capable of time sensitive service for pursuit of delinquent accounts.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Four-year term from July 1, 2023 through June 30, 2027	
Contract/Amendment Amount: Not to exceed \$104,000			
Source of funds: Fund 100, Dept. 39, Account No. 003040 – Contractual Services			
Name of Contractor: Madden Corp dba ProLegal Address: 2301 E. Pacifica Place, Rancho Dominguez, CA 90220			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed (Per)	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: 95 employees			
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 Council, subject to the approval of the Mayor, authorize the Director of the Office of Finance, or designee, to execute a professional services agreement with ProLegal for legal processing services for a four-year term with a total compensation amount not to exceed \$104,000.

SUMMARY

The Office of Finance (Finance) requests authority to execute a contract with ProLegal for legal processing services. In accordance with Section 5.181 of the Los Angeles Administrative Code, Departments refer delinquent accounts over \$5,000 to the Citywide Collection Unit within Finance. After all options have been exhausted, Citywide Collections may pursue debt collection through litigation. Once litigation has been initiated, the Citywide Collections Unit is required to provide legal notice of litigation. The contract with ProLegal provides the necessary services to start the litigation process.

The contract will provide the following legal processing services:

- Provide general and legal messenger deliveries during all hours;
- Provide subpoena services including skip tracing, in-field locates, and stakeouts for difficult service subpoenas; and
- Provide real time tracking, monitoring, and state updates for all outstanding subpoenas.

Charles Li		
CL	Analyst	Assistant City Administrative Officer

The Office of Finance was provided with approval by the City Attorney to piggyback off of their competitive bid process which resulted in Contract-142414 between the ProLegal and the City Attorney. As a result of the piggyback process, the proposed term of the contract is four years beginning on July 1, 2023 with a compensation amount not to exceed \$104,000.

This Office has confirmed the ProLegal has complied with all of the City's contracting requirements.

Pursuant to Charter Section 1022, the Personnel Department determined on February 27th, 2023 that City employees do not have the expertise to perform the proposed work.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact as sufficient funding is provided in the Department's Contractual Services Account, No. 003040 for 2023-24. Continuation of the contract in subsequent years will be contingent upon the approval of funding through the City's annual budget process.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City's Financial Policies in that ongoing expenditures will be funded by ongoing revenues.

MWS:CL:09230174

Attachment – (ED3 Transmittal Letter dated May 16th, 2023 and draft contract from the Office of Finance Department with Madden Corp dba ProLegal).

AGREEMENT NO. C-_____

BETWEEN

**THE CITY OF LOS ANGELES
OFFICE OF FINANCE**

AND

MADDEN CORPORATION dba PROLEGAL

FOR

**COURT FILING, PROCESS SERVERS, MESSENGER SERVICES,
TIME SENSITIVE SERVICE OF SUBPOENAS, AND
REPROGRAPHIC SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
COURT FILING, PROCESS SERVERS, MESSENGER SERVICES,
TIME SENSITIVE SERVICE OF SUBPOENAS, AND
REPROGRAPHIC SERVICES**

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
MADDEN CORPORATION dba PROLEGAL
FOR
COURT FILING, PROCESS SERVERS, MESSENGER SERVICES, TIME SENSITIVE
SERVICE OF SUBPOENAS, AND
REPROGRAPHIC SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Office of Finance ("Finance"), and Madden Corporation dba Prolegal, a California Corporation ("Contractor") (each a "Party" and, collectively, the "Parties").

WHEREAS, Finance desires to utilize the services of a qualified firm for court filing, service of process, messenger services, time sensitive service of subpoenas, and reprographic services; and various other office-related matters, which are handled by Finance ("Litigation Services"); and

WHEREAS, the services required are of a professional and expert quality; and

WHEREAS, on September 29, 2022, the City, through the Office of the City Attorney ("City Attorney"), issued a Request for Proposals ("RFP") under Charter Section 372, seeking qualified businesses to perform the above-referenced services, and found Contractor satisfied the required qualifications and experience; and

WHEREAS, on January 13, 2023, the City, through the City Attorney, and Contractor entered into that certain agreement, C-142414 ("City Attorney Service Agreement"), to which the Contractor agreed to perform the above-referenced Litigation Services; and

WHEREAS, the Los Angeles City Charter Section 371 allows a competitive bid exception for contracts for a cooperative arrangement with other governmental agencies for the utilization of purchasing and services contracts of those agencies and any implementing agreements; and

WHEREAS, the Parties wish to enter into a separate agreement pursuant to which the Contractor agrees, for the consideration and terms and conditions provided within this Agreement, to perform the above-referenced Litigation Services; and

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 City - The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring Street, Room 220 Los Angeles, California, 90012.

1.1.2 Contractor - Madden Corporation dba Prolegal, a California corporation, having its principal address at 733 W. Taft Avenue, Orange, CA 92865.

1.2 Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu, City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring Street, Room 220
Los Angeles, California 90012

With copies to:

Angela de la Rosa,
Chief Management Analyst, Administrative Section
Los Angeles Office of Finance
200 N. Spring Street, Room 220
Los Angeles, California 90012
angela.delarosa@lacity.org

And Project Manager:

Adrine Temuryan,
Chief Tax Compliance Office II
Billing and Collection Division
Los Angeles Office of Finance
200 N. Spring Street, Room 1225
Los Angeles, California 90012
adrine.temuryan@lacity.org

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

David Laulile, CEO
Madden Corporation dba Prolegal
733 W. Taft Avenue
Orange, CA 92865
dlaulile@prolegalnetwork.com
(888) 722-6878

1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.

1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on July 1, 2023 and will terminate on June 30, 2027, unless terminated earlier as provided herein.

2.1. Ratification Clause

To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement prior to execution of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

Contractor shall provide the following services on an as-needed basis, as set forth more fully on Attachment B - Fee Schedule, which is attached hereto and incorporated herein by reference, at the rates set forth thereon. Contractor shall:

3.1 Provide general and legal messenger deliveries, service of process, and court filings with the capacity for the same day return of conformed copies and the return of all conformed copies within forty-eight (48) hours;

3.2 Have available at all times the equipment, facilities, and instrumentalities required to perform the service herein;

- 3.3** Ensure that only experienced process servers and/or messengers are provided for the contracted work. Properly completed proofs of service are to be returned within seventy-two (72) hours of the service, or as required by Finance;
- 3.4** Ensure their employees arrive on time for all scheduled appointments;
- 3.5** As needed, be able to provide process server/messenger services after normal business working hours and on weekends and holidays. The assigned process servers/messengers may be required to work through a lunch period or after 5:00 p.m.;
- 3.6** Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested;
- 3.7** Prepare an invoice for each job identifying the date of service and any other documentation as may be required by the City;
- 3.8** Provide for their own parking, clerical, telephone, postage, and reproduction services; and
- 3.9** Provide at least one (1) and, at the discretion of the City, a maximum of two (2) training sessions per year at each service location regarding the services provided by the Contractor.
- 3.10** Have available at all times California state registered subpoena servers capable of providing various levels of time sensitive service of subpoenas. Be able to provide service of process in other states in compliance with individual state laws for service of subpoenas.
- 3.11** Services to be provided include, Production of Documents or other evidence required for trial or court proceedings.
- 3.12** As needed, be able to provide service of subpoenas with different levels of time urgency including, but not limited to, immediate service upon receipt of request from Finance staff.
- 3.13** As needed, be able to provide service of subpoenas after normal business hours and on weekends and holidays. For example, Finance may request service of subpoenas between the hours of 10:00 PM and 6:00 AM and/or on designated holidays such as Thanksgiving, New Year's Day, or Christmas Day.

- 3.14** Provide real time tracking, monitoring, and status updates for all open service of subpoenas assignments.
- 3.15** Limit the number of service attempts for any one (1) subpoena to two (2) attempts, unless the assigning Finance representative requests additional attempts be made and specifies the number of additional attempts.
- 3.16** As needed, be able to provide skip tracing, in-field locates, stakeouts, and any other necessary services to complete difficult service of subpoenas.
- 3.17** Provide the following reprographic services listed on Attachment B – Fee Schedule on an as-needed basis, including, but not limited to: Document imaging, scanning, litigation photocopying and finishing, including duplicating marked-up, bound, or clipped exhibits; x-ray/radiological film duplication; digital printing; and trial board creation services.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Finance staff may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay the Contractor for satisfactory services rendered in a total amount not to exceed one hundred four thousand dollars (\$104,000) based on the rates specified in "Attachment B - Fee Schedule," which is attached hereto and made a part hereof.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and

without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

5.2 Method of Payment

5.2.1. Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Attachment B - Fee Schedule and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. Notwithstanding the foregoing, City shall not be responsible for any late fees, late charges, interest, or penalties. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Name and address of company
2. Date of invoice
3. Invoice number
4. Agreement number
5. Description of services, including, but not limited to:
 - a) Date of Assignment
 - b) Matter Name and Matter Number
6. Number of Pages, if any, and Rate for Service
7. Amount of invoice
8. Amount of Hours
9. Total amount payable
10. Remittance address
11. Other additional information as requested by the Office of Finance

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury. City will not be responsible for any late charges, late fees, penalties, or interest.

- 5.2.2** The Contractor shall notify the Business Office within ten (10) business days when eighty-percent (80%) of the maximum compensation for this Agreement has been reached. Notice must be

made in writing and sent to the address listed below, or made via email:

Adrine Temuryan, Chief Tax Compliance Officer II
Los Angeles Office of Finance
200 N. Spring Street, Room 1225
Los Angeles, California 90012
Adrine.temuryan@lacity.org

6.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached to this Agreement as “Attachment A” and incorporated herein by reference, except the following shall replace the corresponding provisions found in the Standard Provisions:

6.1 PSC – 10 Independent Contractor

Contractor’s relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers’ Compensation, pension, or any other City benefits. Contractor’s personnel performing services under this Agreement shall at all times be under Contractor’s exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers’ compensation.

6.2 PSC - 43 Confidentiality

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information (“Confidential Information”).

The Contractor agrees that both during and after the term of this Agreement, City’s Confidential information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of

City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as "Attachment C." The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

7.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

8.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

9.0 MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

10.0 CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating 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.

11.0 ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any conflict or inconsistency between the bodies of this Agreement, exhibits, attachments, and Schedule, the order of precedence will be as follows:

1. This Agreement between the City of Los Angeles and Madden Corporation dba Prolegal, and its Amendments;
2. Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]

12.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. Any changes to this Agreement must be in a written amendment, signed by the duly authorized representatives of both Parties. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement. The Parties acknowledge that they have read and understand the Agreement and had an opportunity to consult with counsel of their choosing. Neither Party shall be deemed the drafter of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

This Agreement may be executed in one (1) or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one (1) and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature page follows.]

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

THE CITY OF LOS ANGELES,
a Municipal Corporation

**MADDEN CORPORATION dba
PROLEGAL**, a California
Corporation,

By: _____
DIANA MANGIOGLU
City Treasurer/Director of Finance
Office of Finance

By: _____
DAVID LAULILE
CEO

Date: _____

Date: _____

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

By: _____
CHARLES HONG
Deputy City Attorney

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

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

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

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

City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [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 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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. 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. 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: _____

Date: _____

Agreement/Reference: _____

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

Workers' Compensation (WC) and Employer's Liability (EL)
WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

General Liability
☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other:

ATTACHMENT B

Fee Schedule

**OFFICE OF THE CITY ATTORNEY
LITIGATION SUPPORT SERVICES
FEE SCHEDULE**

I. SUBPOENA SERVICES RATES

Basic Set Up Fee per location	\$29.50
<i>Includes file set up, administration, correspondence, telephone calls, faxing, status reports, 24/7 online access for status and viewing of records</i>	
Subpoena Preparation (Personal Appearance/Trial)	\$25.00
Subpoena for Records Flat Fee <i>(Includes 3 attempts)</i>	\$42.00
Additional Service Attempts <i>(Within 3 days)</i>	\$15.00
Expedite Fee (preparation of service within 24 hours)	\$25.00
Personally Service to Opposing Counsel	\$30.00
Mailing to Additional Opposing Counsel When serving more than 5 parties	\$2.00
Shipping/Handling to Third Parties* *(Receipt for reimbursement required)	at cost

** Prior to serving subpoenas on a recipient, Contractor shall contact the recipient to determine the minimum number of subpoenas that can be served without resulting in a delay in the collection of records, and Contractor shall prepare and serve as few subpoenas as possible without resulting in such delay.

II. SERVICE OF PROCESS RATES

Economy Serve Flat Rate	\$40.00
<i>* Serves are first attempted within 3 days of receipt; subsequent attempts are made 72 hours apart</i>	
Direct Serve Flat Rate	\$72.00
<i>* Serves are first attempted 1 day of receipt (must be received by 1 p.m. for DIRECT rate level)</i>	
<i>* Pick-up delivery and three (3) service attempts</i>	
Exclusive Serve Flat Rate	\$102.00
<i>* Serves are first attempted within three (3) hours of receipt or serves requiring a specific, first attempt time</i>	
<i>* Pick-up, delivery and three (3) service attempts</i>	
Additional Service Attempts - rate for 3 additional attempts	\$15.00

III. DOCUMENT RETRIEVAL SERVICES (in Court locations)

Basic Set Up Fee per location	\$29.50
<i>Includes file set up, administration, correspondence, telephone calls, faxing, status reports, and research)</i>	
Black and White Copies	
8 1/2"x 11" Documents	\$0.03 per impression
8 1/2" x 14" Documents	\$0.03 per impression
11" x 17" Documents	\$0.10 per impression
Color Copies	
8 1/2" x 11" Documents	\$0.30 per impression
8 1/2" x 14" Documents	\$0.30 per impression
11" x 17" Documents	\$0.70 per impression

IV. ADDITIONAL CHARGES

A. For Service beyond Los Angeles County

Within So. California and Outside of LA County	\$15.00
Within California - Northern and Central California	\$25.00
Out of State service	\$30.00

B. Other Services

Black and White Copies	\$0.15 per image
Color Copies	\$0.25 per page
Pagination/Page Numbering	\$0.01 per number
"CONFIDENTIAL" Endorsing	\$0.01 per number
Auto Bates Numbering, Watermark, OCR, Pagination	\$0.02 per page
Tabbing/Indexing/Charting	\$0.40 per tab
Witness Fees*	actual Charge
<i>* copy of advance check must be attached</i>	
Filing fees/Witness fees, and Photocopy Fee Advance	10% of Fee advanced
X-Ray/MRI/CT Scan (per image/film/x-ray breakdown report)	\$12.75
CD Creation	\$5.00 per CD
CD (Duplication)	\$2.50 per CO
DVD Creation	\$15.00 per DVD
DVD Duplication	\$10.00 perDVD
Electronic Upload Links of Files	\$7.50
Location Research	\$20.00
Certified Mailing	\$9.00

No Additional Charges for the following:

- After Hours or Weekends
- Certificate of No Records - Unless Fee Paid (Receipt for Reimbursement required)
- Status Reports
- Wait Time
- Mileage and/or fuel charges
- Cancellation Before Attempt
- PO Box Search

***ANY FEES NOT ON FEE SCHEDULE MUST BE PREAPPROVED BY BUSINESS OFFICE STAFF. PROOF OF PREAPPROVAL MUST BE ATTACHED TO INVOICE OR PAYMENT FOR THOSE ITEMS WILL NOT BE REMITTED.**

**OFFICE OF THE CITY ATTORNEY
REPROGRAPHIC SERVICES, DIGITAL SERVICES/SUPPLY
FEE SCHEDULE ***

Black and White Imaging/Scanning	
Grade A (Straight Run B&W) <i>no staples or clips requires no preparation</i>	\$0.06 per image
Grade B (Light Litigation) <i>few staples, some tabs, some slip sheers large sections of documents, all same sized all two sided "A" work</i>	\$0.08 per image
Grade C (Medium Litigation) <i>stapled/clipped sections of 20-40 pages letter & legal sized paper may include tabs, folders and Post-It notes</i>	\$0.10 per image
Grade D (Heavy Litigation) <i>stapled/clipped sections of 2-20 pages mixed size, poor quality/contrast originals any "pick-n-choose" project</i>	\$0.14 per image
Grade E (Glasswork) <i>75%-100% of originals copied page by page odd sized documents: checks, receipts, etc. poor quality, poor contrast or fragile originals</i>	\$0.17 - \$0.25
11" x 17" Documents	\$0.16 per image

Color Imaging/Scanning	
8 1/2" x 11" Documents	\$0.18 per image
8 1/2" x 14" Documents	\$0.22 per image
11" x 17" Documents	\$0.24 per image

Oversize Imaging/Scanning	
B&W Oversize Documents	\$0.90 per square foot
Color Oversize Documents	\$9.00 per square foot

Optical Imaging/Scanning	
<i>Optical Character Recognition allows for text searchability within imaged documents. OCR type and function vary based on desired outcome. Please consult your Account Manager for details and appropriate pricing.</i>	
Basic OCR	\$0.02 per image

Image Numbering (Endorsing)	
Image Numbering	\$0.01 per number
"CONFIDENTIAL" Endorsing	\$0.01 per number
Auto Bates Numbering	\$0.02 per number

Bibliographic Coding	
Coding projects are generally priced per specific field and rates may vary greatly.	
Bibliographic Coding	\$0.09 per field/per doc
Subjective Coding	quoted per project

Digital Prints (Blowbacks)	
<i>Hard Copy Prints from digital media files (CD, DVD, Hard Drive. etc.).</i>	
Digital Prints (from tif, .pdf)	\$0.04 per page
Selective Digital Prints	\$0.09 per page
Slip-sheet	\$0.01 per page
Native File Prints (w/ conversion)	\$0.11 per page
Color Digital Prints	\$0.18 per page

Additional Digital Services	
CD Creation	\$5.00 per CD
CD (Duplication)	\$2.50 per CD
DVD Creation	\$20.00 per DVD
DVD Duplication	\$20.00 per DVD
Image File Conversion	\$0.02 per image
Logical Document Determination	\$0.05 per image
Data Upload per location/file	\$10.00
Manual programming time to <i>adjust databases or custom data needs</i>	\$10.00
Standard Data Collection	\$200 - \$400 per hour
Advanced Data Collection	\$350 - \$500 per hour

***ANY FEES NOT ON FEE SCHEDULE MUST BE PREAPPROVED BY BUSINESS OFFICE STAFF. PROOF OF PREAPPROVAL MUST BE ATTACHED TO INVOICE OR PAYMENT FOR THOSE ITEMS WILL NOT BE REMITTED.**

**OFFICE OF THE CITY ATTORNEY REPROGRAPHIC SERVICES, PHOTOCOPYING AND
RELATED SERVICES/SUPPLY FEE SCHEDULE ***

Black and White Reproduction	
Grade A (Straight Run B&W) <i>no staples or clips requires no preparation all single-sided & same size pages</i>	\$0.03 per impression
Grade B (Light Litigation) <i>few staples, some tabs, some slip sheets large sections of documents, all same sized all two sided "A" work</i>	\$0.05 per impression
Grade C (Medium Litigation) <i>stapled/clipped sections of 20-40 pages letter & legal sized paper may include tabs, folders and Post-It notes</i>	\$0.07 per impression
Grade D (Heavy Litigation) <i>stapled/clipped sections of 2-20 pages mixed size, poor quality/contrast originals any "pick-n-choose" project</i>	\$0.12 per impression
Grade E (Glasswork) <i>75%-100% of originals copied page by page odd sized documents: checks, receipts, etc. poor quality, poor contrast or fragile originals</i>	\$0.15 per impression
11" x 17" Documents	\$0.10 per impression
Transparencies (B&W)	\$0.40 per transparency

Court Reproduction	
8 1/2" x 11" Documents	\$0.18 per impression
8 1/2" x 14" Documents	\$0.22 per impression

Digital Black and White Reproduction	
8 1/2" x 11" Documents	\$0.03 per impression
8 1/2" x 14" Documents	\$0.03 per impression

Digital Color Reproduction	
8 1/2" x 11" Documents	\$0.16 per impression
8 1/2" x 14" Documents	\$0.18 per impression
11" x 17" Documents	\$0.50 per impression
Transparencies (Color)	\$1.75 per transmission

Oversize Reproduction	
B&W Oversize Documents	\$0.65 per square foot
Color Oversize Documents	\$5.50 per square foot
Digital Black & White	\$4.00 per square foot

Document Labeling	
Label Applied	\$0.03 per label
Label Only	\$0.03 per label
Exhibit Page Labeling	\$0.04 per label
CONFIDENTIAL Stamp	\$0.04 per stamp
Custom Labels	\$0.04 per label

On-Site Imaging/Scanning	
Document Charge	\$0.12 - \$0.18 per image
Mileage Charge Out of L.A. County	IRS Rates

Tabs	
Regular	\$0.14 per tab
Custom/Specialty	\$0.32 per tab
Special Order	quoted per project

Exhibit Boards (Includes Mounting)		
Size	Black & White	Color
18" X 24"	\$14.50	\$30.50
24" x36"	\$17.50	\$40.50
30" X 40"	\$26.00	\$52.00
36" X 48"	\$32.00	\$65.00
Mounting Only (Foam Core)	\$1.50 per square foot	
Mounting Only (Gator Board)	\$2.25 per square foot	

Binding & Finishing	
Velo, Comb and Spiral Binding: 1"-3" (includes punching)	\$1.50
Clear Covers, Vinyl Backs	\$0.80
Auto Stapling, Collating, Hole Punch, Drilling 2 or 3 Hole	No charge
Paper clips, staples, rubber bands	No charge
Binder Clips (small, medium, large)	No charge
ACCO Fasten: 1"-3" (prong & compressor)	\$0.55
Special Handling, Replication, Manual Folding, Indexing	\$30 / hour
Auto Bates Numbering, Watermark, OCR, Pagination	\$0.02
Color Slip Sheets	\$0.09
Card Stock, Hard Backs, Cover Sheets	\$0.09
Packaging for Mail or Shipping	\$8.00
Mailing or Shipping	At Cost

Additional Supplies	
1" Binder	\$4.00 each
2" Binder	\$5.50 each
3" Binder	\$7.00 each
4" Binder	\$10.00 each
5" Binder	\$12 each
Letter Size Folders	\$0.25 each
Legal Size Folders	\$0.30 each
Oversize Sleeves	1.50 each
Redwells Classification	\$1.30 each
Folder	\$5.75 each

Additional Services	
Audio Tape Duplication	\$12.00 per tape
Video Tape Duplication (Up to 2 hours)	\$14.00 per tape
Lamination	\$1.00 per square ft
Electronic Upload Links of Files	\$7.50
CD Creation	\$5.00 perCD
CD (Duplication)	\$2.50 perCD
DVD Creation	\$15.00 per DVD
DVD Duplication	\$10.00 per DVD
Witness/Issue Sort	Quoted per project
Bankruptcy Mailout Services	Quoted per project

***ANY FEES NOT ON FEE SCHEDULE MUST BE PREAPPROVED BY BUSINESS OFFICE STAFF. PROOF OF PREAPPROVAL MUST BE ATTACHED TO INVOICE OR PAYMENT FOR THOSE ITEMS WILL NOT BE REMITTED**

**OFFICE OF THE CITY ATTORNEY
COURT FILING SERVICES
FEE SCHEDULE**

	ELECTRONIC PDF UPLOAD		PICK UP FILINGS
I. WALK IN SERVICES*			
SAME DAY FILING (by 4PM)	Upload Received before 12 PM	Upload Received after 12 PM	Pick up before 12 PM
Civic Center area, including Stanley Mosk, US Federal/US Bankruptcy courts	\$20.00	\$25.00	\$25.00
Los Angeles Superior Court Branch Locations	\$20.00	\$40.00	\$25.00
Orange County, Riverside County (Central), San Diego County, San Bernardino (Central), Ventura (Central) Court locations	\$60.00	\$70.00	\$60.00
Ventura County Court Locations	\$70.00	\$80.00	\$70.00
NEXT DAY or THIRD DAY FILING	ELECTRONIC PDF UPLOAD		PICK UP FILINGS
Civic Center area, including Stanley Mosk, US Federal/US Bankruptcy courts	\$10.00		\$10.00
Los Angeles Superior Court Branch Locations	\$10.00		\$10.00
Orange County, Riverside County (Central), San Diego County, San Bernardino (Central), Ventura (Central) Court locations	\$40.00		\$40.00
Ventura County Court Locations	\$60.00		\$60.00

***Walk-in Services include mileage.**

II. E-FILING SERVICES			
Self-service (CA staff will use contractor's portal to e-file directly)	\$7.95		
Delivery of Courtesy Copy			
Civic Center area, including Stanley Mosk, US Federal/US Bankruptcy courts	\$25.00		
Los Angeles Superior Court Branch Location	\$25.00		
Orange County, Riverside County, San Diego County, San Bernardino County & Ventura County Court locations	\$25 (Plus mileage)		
Rush Delivery (within 2 hours of receipt)	\$45 (Plus mileage if outside of LA County)		