

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: ^{nt} March 12, 2010

FROM (DEPARTMENT): Disability

CONTACT PERSON: Tony Abraham PHONE: (213) 202-2746

CONTRACT NO.: C-114964

COUNCIL FILE NO.: CAO 0150-08963-0000

ADOPTED BY COUNCIL: 10/21/09
DATE

APPROVED BY BPW: _____
DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. _____
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: Western Interpreting Network

TERM OF CONTRACT: July 1, 2009 THROUGH: June 30, 2012

TOTAL AMOUNT: \$75,000

PURPOSE OF CONTRACT:

To accommodate people with disabilities the Contractor will provide sign language interpreting services to enable all people to participate in trainings, meetings, or events.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

C-116964

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
WESTERN INTERPRETING NETWORK**

THIS AGREEMENT, made and entered into this first day of July 1, 2009 by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as "CITY" and Western Interpreting Network, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

WHEREAS, the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as amended, require the CITY to provide reasonable accommodations for persons with disabilities; and

WHEREAS, in order to accommodate persons with disabilities, the CITY must occasionally provide sign language interpreting services to enable City employees or individuals who are deaf or hard of hearing to participate in trainings, meetings, or events to perform his or her job as well as to participate and benefit from services, programs, or activities provided by CITY; and

WHEREAS, the City issued an Request for Proposal (RFP) on July 17, 2008 with a proposal submission deadline of September 11, 2008; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, which proposal is dated September 11, 2008, and is incorporated herein by this reference (collectively hereinafter referred to as the "Proposal"); and

WHEREAS, the said Proposal was selected as responsive and received by the City Council and Mayor on October 21, 2009 for sign language service; 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

Regina Houston-Swain, 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.

Eric Feris, President, Western Interpreting Network, 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: Regina Houston-Swain, Executive Director

CONTRACTOR:

Western Interpreting Network
31805 Temecula Parkway, #201
Temecula, CA 92592
Attention: Eric Feris

§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.

§104. Contract Modifications

This Agreement fully expresses all understanding of the parties concerning all matters covered and shall, with the RFP (and the addenda to the RFP) and contractor's proposal, constitute the total Agreement. In case of conflict, the RFP (and the addenda) shall have precedence over the contractor's proposal. The City will not re-negotiate the existing terms, including costs, of the Agreement. It is the CONTRACTOR's responsibility to ensure that proposals and related costs are plausible and realistic for the entire contract term. Except as may otherwise be provided herein, no addition to, or alteration of, the parties, their officers, agents or employees, shall be valid unless made in the form of a contract amendment, which must be approved by the Mayor and/or Council and executed by the parties.

§105. Conditions Precedent

1. *Position and Task Report.* The Contractor shall, prior to the commencement of service, and thereafter as per the RFP and addendum revisions, provide the required Position and Task Report each month (see Exhibit of the RFP) to the City. The report shall include the following current information:
 - a. Name and position/title of all employees under this Agreement
 - b. Percentage of involvement of all the employees under this Agreement
1. *Insurance Requirements.* The Contractor shall comply with all of the insurance requirements under this Agreement.
2. *Changes to Documentation.* Changes to the foregoing documents affecting the performance of the Contractor under this Agreement shall receive City approval in writing before the Contractor may effect the change.
3. *Contract Assignment.* This Agreement is not to be assigned to a substitute contractor, a successor in interest, or a purchaser of the current Contractor without the permission of the City. This Agreement will be terminated if the City does not approve or grant permission to a subsequent contractor to assume the services.

SECTION II. TERMS AND SERVICES TO BE PROVIDED

§201. Terms of Agreement

This Agreement shall be in effect for three years from **July 1, 2009 to June 30, 2012**. The City reserves the right to extend the contract for two 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 years.

In rendering service hereunder, the Contractor shall be and remain an independent Contractor. It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees or expenses whatsoever.

The Contractor shall refrain from any action that would create or tend to create obligations, express or implied, on behalf of the City, it being understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promise, warranty or representation except as specifically provided for in this Agreement or as otherwise agreed to in writing between the parties.

§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. City obligations under this Agreement are contingent upon the City's ability to obtain the funds from the funding agencies and the availability of City funds in this and subsequent fiscal year budgets to finance operating costs of this contract. 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 within agreed performance standards as evidenced by City inspection, through surveys, or by communications from 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 supplies delivered and accepted, and for services performed in accordance with the manner of performance set forth in this Agreement.
4. In the event of contract termination due to noncompliance, the Contractor may request a delay in such termination in order to present an appeal to City Council. In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the City.
5. 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 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 American Sign Language Interpreting, Oral Interpreting and Certified Deaf Interpreting services, on an as-needed basis for persons who are deaf or hard of hearing at various Department facilities in the Greater Los Angeles Area. Interpreting services will be needed for general employee meetings, technical classes, equipment/instrument training, constituents conducting business with the City and City sponsored public services/events.
2. CONTRACTOR is required to provide interpreting services, with a minimum of forty-eight (48) hours advance notice. In most situations, a minimum of two interpreters will be requested for any assignment over two hours. In some situations, two interpreters may be requested for a 2-hour assignment. When an appointment is scheduled, the agency will be notified, if possible, of the type of interpreting assignment and skill level required. The City will not pay for 30-minute lunch breaks unless the assignment requires a working lunch that requires the interpreter to provide services. When filled, Contractor will send confirmation to DOD in writing or by e-mail a minimum of three days prior to date of service. Confirmation shall include the date, time, location, and interpreter(s) names.
3. Multiple interpreting services may be required simultaneously throughout various City Departments on any given day. The CONTRACTOR is required to have the capability to dispatch several interpreters if needed.
4. The CITY will arrange for onsite parking and validation whenever possible. If no validation is available or the interpreter does not park in the designated area, the CITY will not assume the cost of parking fees incurred.
5. The CONTRACTOR will participate in quarterly meetings, or as needed, for evaluation of effectiveness and to discuss any concerns in the provision of sign language interpreter services to the CITY.
6. In accordance with the Americans with Disabilities Act (ADA), the Department on Disability reserves the right to accommodate an individual's request for a specific interpreter who is not an employee, contractor, or sub-contractor of said agency.

7. Pursuant to the ADA, the CITY has an obligation to ensure effective communication. If CONTRACTOR is unable to fulfill a specific interpreting assignment within reasonable time, the CONTRACTOR must notify the CITY immediately. The CITY reserves the right to obtain services from other service providers.

§204. Cancellation

1. In the event CITY cancels an assignment lasting longer than two hours a 48-hour advanced notice of cancellation is required. In the event the cancellation is not made within 48-hours of the assignment, CITY will be billed for the total number of hours requested, per interpreter scheduled.

SECTION III. COMPENSATION

§301. Compensation and Method of Payment

1. The CITY will pay CONTRACTOR the hourly rates set forth below for satisfactory performance of the services identified in Section II herein. The total amount to be paid to CONTRACTOR during the term of this Agreement is an amount not to exceed \$25,000 annually or \$75,000 in three years, unless modified by a contract amendment. \$75,000 is the three-year budget for sign language service. The hourly rates are as follows:

| RATES | | | |
|-----------------------------------|---------------|---------------|---------------|
| Service | Year 1 | Year 2 | Year 3 |
| Standard (Non-Emergency) | \$75.00 | \$80.00 | \$85.00 |
| Same Day/Evenings (non-Emergency) | \$85.00 | \$90.00 | \$95.00 |
| Other/Night (non-Emergency) | \$95.00 | \$100.00 | \$105.00 |

1. \$10.00 extra per hour per interpreter for weekends and holidays.
2. \$10.00 extra per hour per interpreter for short notices (less than 48-hours)

1. The 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, identifying the number of hours of service; the date of the charges; the hourly rate; and the amount to date of the contract by contract year.

The CONTRACTOR must retain on file during the duration of the contract the supporting documents reflecting the location of service and the interpreters providing the service. The CITY will make payment after review and approval of the invoices and the services provided.

2. The CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide interpreting services to the CITY and that the CITY has entered into other contracts for the provision of interpreting services.

Execution of this Agreement does not guarantee that the CITY will request CONTRACTOR to provide any services or any level of services.

§302. Audit of Records and Accounting Practices

1. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted. The City auditors shall be provided adequate and appropriate work space in order to conduct audits and shall be allowed to interview any employees of the Contractor.
2. It is agreed that examination of books, records, payroll records, reports, and accounts of the Contractor will be made in accordance with generally accepted auditing standards applicable in the circumstances and that as such, said examination does not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the Contractor. Deficiencies ascertained by the use of such testing and sampling methods by applying the percentage of error obtained from such testing and sampling to the entire period of reporting under examination will be binding on the Contractor and to that end shall be admissible in court to prove any amounts due to the City from records and figures in court to rebut the sampling method. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of this contract within 60 days of receipt of the City's billing.
3. If a fiscal or special audit determines that the Contractor has billed the City for inaccurate or unsubstantiated service hours in its billings to the City, the Contractor shall be notified and given the opportunity to justify the inaccurate billings. The City shall determine the amount to be paid to the Contractor during the period of audit. If the Contractor fails to respond within fifteen (15) days from the notice date, the City shall make the final determination of disallowed billed service hours and the findings will be incorporated in the final audit report. Reimbursed over billings shall be deducted from the Contractor's current or future invoices.

SECTION IV. STANDARD PROVISIONS AND INDEMNIFICATION

§401. Standard Provisions

The Standard Provisions for City Personal Services Contracts (Rev. 03-2009) is hereby incorporated into and made a part of this Agreement as Appendix A.

§402. Indemnification

Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The CONTRACTOR shall defend, indemnify and hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices or the CONTRACTOR's operations.

SECTION V. MISCELLANEOUS

§501. Agreement

1. This Agreement, the RFP, and all Addenda to the RFP, and this Proposal and all exhibits contain the entire understanding between the Contractor and City. No modification or addition to this Agreement shall have any affect whatsoever unless set forth in writing and signed by both parties hereto.
2. Any item of work contained in either the RFP or the Proposal shall be performed by the Contractor as though it appeared in this Agreement. In the event of any conflict, the terms of this Agreement and the RFP govern over the Proposal unless specifically stated otherwise.
3. 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).
4. This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
5. This Agreement supersedes any and all previous agreements or contracts between CONTRACTOR and CITY.
6. Neither party assumes any liability for failure to fulfill the terms and conditions of this Agreement caused by events beyond the reasonable control of such party. Such events may include, but are not limited to the following: natural disaster, acts of the government in either its sovereign or


contracted capacity, a failure or shortage of fuel, water, fuel oil or other utility or services, strikes, riots, fires, floods, epidemics, war, insurrection or other national or local emergency, freight embargo, impasse of routes due to construction, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of either party or the Contractor's subcontractor(s).

7. 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.
8. This Agreement shall be binding on and insures 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:

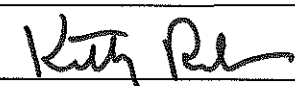
Executed this 8th day of
March, 2010

By 
REGINA HOUSTON-SWAIN
Executive Director
Department on Disability

APPROVED AS TO FORM AND LEGALITY:

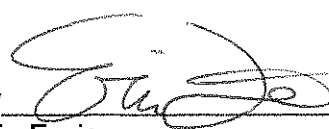
CARMEN A. TRUTANICH
City Attorney

Executed this 11th day of
March, 2010

By 
Assistant City Attorney
Deputy

CONTRACTOR:

Executed this 3rd day of
March, 2010

By 
Eric Feris
President
Western Interpreting Network

ATTESTED:

JUNE LAGMAY
City Clerk

Executed this 12th day of
March, 2010

By 
Deputy City Clerk



C-116964

CITY Business Tax Registration Certificate Number: _____
Internal Revenue Service ID Number: _____
Council File/CAO File Number: _____