


0150-10026-0000

TRANSMITTAL

TO The Council	DATE JUL 22 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 13-0923	
<p style="text-align: center;">Proposed Contracts with Lynden J. and Associates, Inc., Jonnell Agnew & Associates, Personal Court Reporters, Inc., and Ben Hyatt Certified Deposition Reporters for Court Reporter Services</p> <p style="text-align: center;">Transmitted for your consideration. See the City Administrative Officer report attached.</p> <p style="text-align: center;"> (Ana Guerrero) MAYOR</p> <p>MAS:AST:11140002h</p>		

In accordance with the terms of the proposed Agreements, these contractors will provide court reporter services to the LAPD Professional Standards Bureau, Internal Affairs Group; Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; Legal Affairs Division; and the Board of Police Commissioners. The scope of services includes providing qualified court reporters, transcribing services and foreign language interpretation, and translating (predominantly Spanish) as requested. Contractors may be assigned work for other entities within the LAPD on an as-needed basis. When court reporter services are needed, a contractor will be chosen based on the area of specialization (e.g. translation services) and rate for services.

In accordance with Charter Section 1022, the Personnel Department determined that there are classifications of City employees that can perform these services. Because there is insufficient existing City staff to perform the work proposed to be contracted, and additional staff cannot be employed and trained in a timely manner to meet the department's needs, it is more feasible to use contractors than City employees to provide these services.

The three-year term of the proposed Agreements will begin upon contract execution. At the discretion of the LAPD, the Chief of Police may extend the term for two additional one-year terms and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs, availability of funds, and satisfactory performance by the contractors.

For 2013-14, LAPD has an allocation of \$855,000 in Contractual Services funds for transcription services. Although each contract allows the maximum expenditure authority of up to \$855,000, each agreement is non-exclusive, and the City does not guarantee either work or a minimum amount of payment to the contractors. For example, LAPD may opt to use all of the proposed contractors or only one or two to provide services. To ensure fiscal responsibility within the budgetary allowance of \$855,000 per year to fund services of all four of the proposed contractors, the Fiscal Operations Division (FOD) will closely monitor expenditures for court reporting services. Total compensation over the three-year term of the Agreements is an amount not to exceed \$2,565,000, subject to the availability of budgeted funds in future fiscal years.

Compensation for the work performed will be paid on an hourly basis for reporting, full and half day per diem charges, expedition services, and charge for transcripts for live hearings. For audio/video transcriptions the rate will be paid per page or per word for translations. Each contractor has different rates which are specified in the Fee Schedule (Attachment B) of the respective contracts.

In accordance with Los Angeles Administrative Code Section 10.5, City Council approval of the proposed Agreements is required because the term exceeds three years due to the two additional one-year options. According to the Police Department, the contractors have complied with all City contracting requirements, policies, and procedures.

RECOMMENDATION

That the Council approve, and authorize the Chief of Police to execute, professional services agreements with Lynden J. and Associates, Inc., Jonnell Agnew & Associates, Personal Court Reporters, Inc., and Ben Hyatt Certified Deposition Reporters for the three-year term beginning upon execution with options for two one-year extensions to provide court reporter services for total contract compensation not to exceed \$2,565,000, subject to the availability of budgeted funds in future fiscal years and the review and approval of the City Attorney.

FISCAL IMPACT STATEMENT

No additional General Fund appropriation is required. The total amount authorized for this purpose is \$855,000 per year, which is budgeted within the Adopted Police Department Budget - Contractual Services Account No. 3040. Therefore, approval of the recommendation of this report is in compliance with the City's Financial Policies as budgeted funds are available to support the proposed contract expenditures.

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

ANDREA SHERIDAN ORDIN
PRESIDENT

JOHN W. MACK
VICE PRESIDENT

RAFAEL BERNARDINO, JR.
RICHARD DROOYAN
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

March 23, 2013

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LYNDON J & ASSOCIATES FOR COURT REPORTER SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, March 23, 2013, the Board APPROVED the Department's report relative to the above matter.

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

Respectfully,

BOARD OF POLICE COMMISSIONERS

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police
ASB

OFFICE OF THE MAYOR
RECEIVED
2013 APR 25 AM 11:07
CITY OF LOS ANGELES
BPC #13-0138

RECEIVED
2013 APR 23 AM 11:07
CITY ADMINISTRATION

INTRADEPARTMENTAL CORRESPONDENCE

BPC #13-0138
RECEIVED 86

April 12, 2013
1.13

REVIEWED

APR 17 2013

POLICE COMMISSIONERS

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police


RICHARD M. TEFANK
EXECUTIVE DIRECTOR
4/18/13
DATE

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LYNDEN J AND ASSOCIATES, INC. FOR COURT REPORTER SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Agreement with Lynden J and Associates, Inc.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor and City Council for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

On July 3, 2012, the Board approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board approved the recommendation by staff of the selection of the Contractor and authorized LAPD to negotiate an agreement. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Deputy Chief Mark Perez, Commanding Officer, Professional Standards Bureau, at (213) 473-6672.

Respectfully,



CHARLIE BECK
Chief of Police

Attachment

BOARD OF
POLICE COMMISSIONERS
Approved April 23, 2013
Secretary Maria Silva

INTRADEPARTMENTAL CORRESPONDENCE

April 3, 2013
1.13

TO: Chief of Police

FROM: Commanding Officer, Professional Standards Bureau

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF LOS ANGELES AND LYNDEN J AND ASSOCIATES, INC.
FOR COURT REPORTER SERVICES


It is recommended that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached Professional Services Agreement between the City of Los Angeles and Lynden J and Associates, Inc., for Court Reporter Services.

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of the Contractor, and authorized LAPD to negotiate an agreement. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Lieutenant Thomas Casper, Department Advocate, Internal Affairs Group, at (213) 485-4154.


MARK R. PEREZ, Deputy Chief
Commanding Officer
Professional Standards Bureau

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: LYNDEN J. AND ASSOCIATES, INC.

**TITLE: COURT REPORTER SERVICES
LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. _____

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ATTACHMENTS:

- Attachment A – Standard Provisions For City Contracts (rev. 03/09)
- Attachment B – Fee Schedule
- Attachment C – Confidentiality Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
LYNDEN J. AND ASSOCIATES, INC.

FOR COURT REPORTER SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and Lynden J. And Associates, Inc., a California corporation, hereinafter called "Contractor".

RECITALS

The City desires to utilize the services of a court reporter agency to record administrative disciplinary proceedings for the Department's sworn employees, meetings of the Board of Police Commissioners and its subcommittees, and during criminal and administrative investigations to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

On July 5, 2012, the City issued a Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform the above-referenced court reporter services; and

The Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

The Board of Police Commissioners approved, on October 23, 2012, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an agreement with the Contractor; and

The parties hereto wish to enter into an Agreement with Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided; and

The services to be provided herein are of a professional, expert, temporary, and occasional nature.

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – Lynden J. and Associates, Inc., having its principal address at 207 West Twentieth Street, Santa Ana, California 92706.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Lieutenant Thomas Casper
Los Angeles Police Department
Internal Affairs Group
304 South Broadway, Room 385
Los Angeles, California 90013
Phone Number: (213) 485-4154
Facsimile Number: (213) 847-8494

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Lynden J. Glover, Vice President
Lynden J. and Associates, Inc.
207 West Twentieth Street
Santa Ana, California 92706
Phone Number: (800) 972-3376
Facsimile Number: (714) 542-8025

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. 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 given, in accord with this section, within five (5) working days of said change.

SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence on the date the parties to the Agreement execute the contract and end three (3) years thereafter, subject to the termination provisions herein. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year options and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and have an approved Agreement with the City as required herein.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement

2.2 Statement of Work to be Performed

- A. Contractor shall provide court reporter services to the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group; Professional Standards Bureau, Force Investigation Division;

Detective Bureau; Employee Relations Group; and Legal Affairs Division; and will provide court reporter, transcribing services and foreign language interpretation, translation (predominantly Spanish) to those entities as needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.

- B. Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as twenty-four (24) hours notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes upon request. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform Audio Format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- C. Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings, and meetings, unless a qualified hearing reporter is specifically requested by the Department. Contractor shall ensure that at minimum, only qualified transcribers, interpreters, and translators are provided for other contract related work. Contractor must receive Department approval prior to using a sub-contractor with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work.

Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreters (CCI) for the subcontracted interpretation services. Translation services for transcription work may be performed by a non CCI translator, unless a qualified interpreter is specifically requested by the Department. Contractor agrees that translators may be required to pass a Spanish language proficiency examination if the Department so requests. The Department may submit requests for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.

- D. Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.
- E. Contractor shall ensure that reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by

the Department as a result of cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. In case of an extreme emergency, Contractor will be given two hours for a replacement reporter to arrive. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if Contractor cancels a confirmed scheduled appointment within forty-eight (48) hours of when the hearing or meeting is to commence. Such expenses may include, but are not limited to, the cost of the per diem payment to a civilian board member, which is at least Nine Hundred Dollars (\$900) a day per board hearing.

- F. Contractor shall provide reporter service as needed during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule, attached hereto as Attachment B and incorporated herein, for time after 5:00 p.m.

A full day's per diem compensation rate is to be based on a total of eight hours of work; a half-day's per diem compensation rate is to be based on a total of four hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.

- G. Contractor shall confirm all scheduled work no less than twenty-four (24) hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the preceding Friday.
- H. Contractor shall verify with the Department all requests for transcripts prior to transcription.
- I. Contractor shall provide a completed transcript within fifteen (15) calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript and as a PDF file within twenty-four (24) hours of the request. A completed expedited transcript is to be provided within seven (7) calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within forty-eight (48) hours, subject to approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default and may require Contractor to pay One Hundred (\$100) for each day the completion of the work assignment is delayed.

A completed transcript includes the following services:

- 1) Certification of transcript.
- 2) Condensed transcript and concordance.
- 3) Copy of final transcript document on computer disk or CD-ROM in a format approved by the Department.
- 4) Preparation of II transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473.
- 5) Submission of all transcripts with the original and one copy suitably bound using a professional binding machine.
- 6) Proofreading of all transcripts prior to submission, and ensuring that all transcripts are accurate and free of spelling errors.
- 7) Correction of all errors noted by the Department.

J. Contractor shall provide the following services at no additional charge to the City:

- a) Mileage to and from the work site
- b) Court reporter waiting time
- c) Certifying or notarizing of transcript

K. Contractor shall prepare the Board of Rights Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.

L. Contractor shall prepare the transcript of Board of Rights (BOR) rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four (24) hours from the conclusion of the hearing. Contractor will receive compensation as listed on the attached fee schedule.

M. Contractor shall deliver any and all completed transcripts requested by the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group (BOR transcripts only); Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division to the Department by courier at no charge to the Department. The Department will only reimburse Contractor for courier fees of no more than Thirty Dollars \$30.00 for all BOR Rationales.

Charges for Transcription from CD per CD hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio and video transcriptions rate per page of the Fee Schedule.

Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- N. All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- O. All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- P. Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- Q. Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- R. Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.
- S. Contractor will cooperate fully with any and all audits conducted by the Department.

SECTION 3 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

- A. Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- B. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- C. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed \$855,000 in any one fiscal year period of this Agreement, based on the rates

specified in the Fee Schedule. This maximum amount of compensation per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.

- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

3.2 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment B, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:

- 1.
 - a) Date of invoice
 - b) Invoice number
 - c) Agreement number
 - d) Description of services, including, but not limited to:
 - i) Date of Assignment
 - ii) Name of Court Reporter or Transcriptionist
 - iii) Name of Accused (BOR only) or Case Name
 - iv) Box File (BF) Number (BOR only)
 - v) Complaint Form (CF) Number (BOR only)
 - e) Number of Pages and Rate for Transcript
 - f) Number of Pages and Rate for Rationale
 - g) Amount of invoice
 - h) Total amount payable
 - i) For Tape Transcription Requests, indicate:
 - i) Requester
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Transcript
 - iv) Tape Number
 - v) Job Number
 - j) For Translation/Interpretation Request, indicate:
 - i) Requestor
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Translation
 - iv) Foreign Language
 - v) Job Number

- B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such

as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of contractor. The City will not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

- D. **Failure to adhere to these policies may result in nonpayment 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.
- E. General Requirements for Invoices

Police Commission

Invoices for work performed for Police Commission will be sent to:

Los Angeles Police Department
Police Commission
100 West First Street, Suite 134
Los Angeles, California 90012
Attention: Board Secretary

Professional Standards Bureau, Internal Affairs Group

Invoices for work performed for Professional Standards Bureau, Internal Affairs Group will be sent to:

Los Angeles Police Department
Internal Affairs Group, Advocate Section
304 South Broadway, Room 385
Los Angeles, California 90013
Attention: Department Advocate

Professional Standards Bureau, Force Investigation Division

Invoices for work performed for Professional Standards Bureau, Force Investigation Division will be sent to:

Los Angeles Police Department
Professional Standards Bureau, Force Investigation Division
100 West first Street, Suite 486
Los Angeles, California 90012
Attention: Commanding Officer

Detective Bureau

Invoices for work performed for Detective Bureau will be sent to:

Los Angeles Police Department
Detective Bureau
100 West First Street, Suite 680
Los Angeles, California 90012
Attention: Commanding Officer

Employee Relations Group

Invoices for work performed for Employee Relations Group will be sent to:

Los Angeles Police Department
Employee Relations Group
100 West First Street, Suite 949
Los Angeles, California 90012
Attention: Commanding Officer

Legal Affairs Division

Invoices for work performed by Legal Affairs Division will be sent to:

Los Angeles Police Department
Legal Affairs Division
Discovery Section
201 North Los Angeles Street, Space 301
Los Angeles, California 90012
Attention: Commanding Officer

**SECTION 4
RECORD RETENTION**

- 4.1 Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.

- 4.2 Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Suspension

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

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

5.2 Termination for Convenience

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

status, declaration of bankruptcy, etc), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.

- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

5.4 Notices of Suspension or Termination

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

SECTION 6 AMENDMENTS

6.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 7 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 8 CONFIDENTIALITY

8.1 Confidentiality of Department Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide

services at the Los Angeles Police Department facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure

and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement

8.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed \$10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all

subcontractors of this Agreement.

**SECTION 9
ENTIRE AGREEMENT**

9.1 Complete Agreement

This Agreement contains the full and complete Agreement between the 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.

9.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-C listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (rev. 03/09)

Attachment B – Fee Schedule

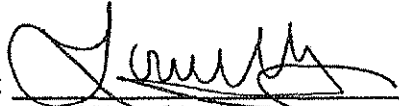
Attachment C – Confidentiality Agreement

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

THE CITY OF LOS ANGELES

LYNDEN J. AND ASSOCIATES, INC.

By: _____
CHARLIE BECK
Chief of Police

By:  _____
LOWELL GLOVER
President

DATE: _____

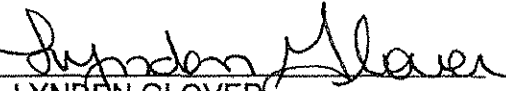
DATE: 3-13-13

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

(2nd Corporate Officer)

By: _____
DANIEL KRIENBRING
Deputy City Attorney

By:  _____
LYNDEN GLOVER
Vice President

DATE: _____

DATE: 3-13-13

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0052-029934

Internal Revenue Service Taxpayer Identification Number: 95-4203096

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. 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 the CITY may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: Lynden J. and Associates, Inc. Date: 12/25/12

Agreement/Reference: Court Reporter Services for the Los Angeles Police Department

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
<u>X</u> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$250,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<u>X</u> General Liability	<u>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<u>X</u> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$500,000</u>
<u>X</u> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
<u> </u> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/>	
<u> </u> Pollution Liability	
<input type="checkbox"/>	
<u> </u> Surety Bond – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<u> </u> Crime Insurance	

Other: All limits stated are on a per occurrence basis.

Workers' Compensation coverage only required if agency has employees. If self-employed, a waiver of Workers' Compensation must be completed.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

ATTACHMENT B

FEE SCHEDULE

RATE SCHEDULES

Live Hearings	
LYNDEN J. AND ASSOCIATES INC.	
Full-day Per Diem	\$ 180.00
Half-day Per Diem	\$ 150.00
Rate per page (original and 1 copy)	\$ 4.65
Page rate for Rationales, delivered next day	\$ 5.00
Weekend/Holiday Per Diem	\$ 30.00/hr. plus Full-day Per Diem
Time after 5:00 p.m.	\$ 30.00/hr.
Next day expedite	\$ 9.30/p
2 nd day expedite	\$ 8.84/p
3 rd day expedite	\$ 8.37/p
4 th day expedite	\$ 7.91/p
5 th day expedite	\$ 7.44/p
6th day expedite	\$ 6.98/p
7 th day expedite	\$ 6.98/p
Extra Copy	\$.85/p
Handling	No Charge
Messenger Services	\$ 45.00 (Expedites only)
Parking and mileage	No Charge
Court Reporter Waiting Time	No Charge
Certifying the Transcript	No Charge
Condensed Transcript	No Charge
Completion of BOR Decision Form	No Charge
BOR Hearing Cancellation Fee with less than 2 hours Notice	\$ 150.00
Hearing No Transcript Write up – ½ day	\$ Refer to ½ day Per Diem Charge
Hearing No Transcript Write up – Full day	\$ Refer to Full-day Per Diem Charge
PDF Digital Condensed Transcripts	\$ 10.00 each

**Audio/Video Tape/CD
Transcription
UNLICENSED COURT REPORTER**

LYNDEN J. AND ASSOCIATES INC.

Rate Per Page (for original and one copy)	\$ 3.56
Spanish to English Transcription, Rate Per Page	\$ 6.60
Spanish to English written translation	\$.38 per word
Spanish to Spanish to English two-column transcription	\$ 14.00 per page
Transcription From Continuous Recording (Blank Time)	\$ 155.00/hr
Messenger Service (Expedites)	\$ 45.00
Video to Audiotape Conversion	\$ 17.00
Transcription from CD – per CD Hour	\$ 155.00 if blank time; otherwise \$3.56 per page
Additional Copies Per Page	\$.85
Next-day Expedite	\$ 7.12
2 nd day Expedite	\$ 6.76
3 rd day Expedite	\$ 6.41
4 th day Expedite	\$ 6.05
5 th day Expedite	\$ 5.70
6 th day Expedite	\$ 5.34
7 th day Expedite	\$ 5.34
Handling	No charge
Tape Pick-up from LAPD L.A Office	No charge

**Audio/Video Tape/CD
Transcription
CERTIFIED COURT REPORTER**

LYNDEN J. AND ASSOCIATES INC.

Rate Per Page	\$ 3.75
Spanish to English Transcription, Rate Per Page	N/A
Korean/Vietnamese Transcription	N/A
Exotic Language Transcription	N/A
Transcription From Continuous Recording (Blank Time)	\$ 155.00/hr
Video to Audiotape Conversion	\$ 17.00
Transcription from CD – per CD Hour	\$ 155.00 if Blank time; otherwise \$3.75 per page
Additional Copies Per Page	\$.85
Next-day Expedite	\$ 7.50
2 nd day Expedite	\$ 7.13
3 rd day Expedite	\$ 6.75
4 th day Expedite	\$ 6.38
5 th day Expedite	\$ 6.00
6 th day Expedite	\$ 5.63
7 th day Expedite	\$ 5.63
Unlimited Transcript Corrections	No Charge
Tape Pick-up from LAPD L.A Office	No Charge

**Audio/Video Tape/CD
Transcription
Court Certified Interpreters**

LYNDEN J. AND ASSOCIATES INC

Spanish to English Transcription	\$ 6.75 per audio minute plus .25 per word
Korean/Vietnamese & Exotic Transcription	\$ 45.00 per audio minute plus .38 per word

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

I understand that Lynden J. and Associates, Inc. has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, 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 me by Lynden J. and Associates, Inc. or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information, records, documents, and data provided by the Police Department to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer. I agree to forward all requests for the release of information received by me to Lynden J. and Associates, Inc.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Lynden J. and Associates, Inc. and the City of Los Angeles.

I will be responsible for protecting the confidentiality and maintaining the security of Police Department materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to Lynden J. and Associates, Inc. for storage and/or future transcript requests.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and Lynden J. and Associates, Inc., and will not nullify such agreement, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Lowell Glover
President
Lynden J. and Associates, Inc.

Recipient Signature

Print Name

Date

Date

LOS ANGELES POLICE COMMISSION

RJH EFR (4)

BOARD OF
POLICE COMMISSIONERS

ANDREA SHERIDAN ORDIN
PRESIDENT

JOHN W. MACK
VICE PRESIDENT

RAFAEL BERNARDINO, JR.
RICHARD DROOYAN
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

May 16, 2013

BPC #13-0090

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND JONNELL, AGNEW & ASSOCIATES FOR COURT REPORTER SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, March 12, 2013, the Board APPROVED the Department's report relative to the above matter.

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

Respectfully,

BOARD OF POLICE COMMISSIONERS

Maria Silva

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police
ASB

RECEIVED
CITY ADMINISTRATION DIVISION
MAY 20 11 17 22

INTRADEPARTMENTAL CORRESPONDENCE

BFC #13-0090

RECEIVED 8/

March 8, 2013
1.13

MAR 07 2013

REVIEWED POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police


RICHARD M. TEFANK
EXECUTIVE DIRECTOR
3/7/13
DATE

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND JONNELL AGNEW & ASSOCIATES FOR COURT REPORTER SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Agreement with Jonnell Agnew & Associates.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor and City Council for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral and City Council approval.

DISCUSSION

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Deputy Chief Mark Perez, Commanding Officer, Professional Standards Bureau, at (213) 473-6672.

Respectfully,



CHARLIE BECK
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *March 12, 2013*
Secretary *Mare Silva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

February 12, 2013

1.13

TO: Chief of Police

FROM: Commanding Officer, Professional Standards Bureau

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND JONNELL AGNEW & ASSOCIATES FOR COURT REPORTER SERVICES

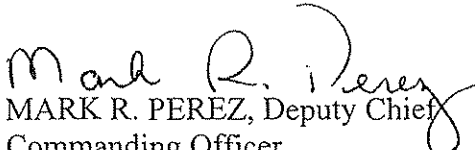
It is recommended that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached Professional Services Agreement between the City of Los Angeles and Jonnell Agnew & Associates, for Court Reporter Services. It is also requested that subject to Mayoral and City Council review and approval, the Chief of Police execute the Agreement.

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Lieutenant Thomas Casper, Department Advocate, Internal Affairs Group, at (213) 485-4154.


MARK R. PEREZ, Deputy Chief
Commanding Officer
Professional Standards Bureau

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: JONNELL AGNEW & ASSOCIATES

**TITLE: COURT REPORTER SERVICES
LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. _____

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ATTACHMENTS:

- Attachment A – Standard Provisions For City Contracts (rev. 03/09)
- Attachment B – Fee Schedule
- Attachment C – Confidentiality Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
JONNELL AGNEW & ASSOCIATES

FOR COURT REPORTER SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and Jonnell Agnew & Associates, a Sole Proprietorship, hereinafter called "Contractor".

RECITALS

The City desires to utilize the services of a court reporter agency to record administrative disciplinary proceedings for the Department's sworn employees, meetings of the Board of Police Commissioners and its subcommittees, and during criminal and administrative investigations to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

On July 5, 2012, the City issued a Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform the above-referenced court reporter services; and

The Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

The Board of Police Commissioners approved, on October 23, 2012, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an agreement with the Contractor; and

The parties hereto wish to enter into an Agreement with Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided; and

The services to be provided herein are of a professional, expert, temporary, and occasional nature.

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – Jonnell Agnew & Associates, having its principal address at 170 South Euclid, Pasadena, California 91101.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Lieutenant Thomas Casper
Los Angeles Police Department
Internal Affairs Group
304 South Broadway, Room 385
Los Angeles, California 90013
Phone Number: (213) 485-4154
Facsimile Number: (213) 847-8494

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Jonnell Agnew, Business Owner
Jonnell Agnew & Associates
170 South Euclid
Pasadena, California 91101
Phone Number: (626) 568-9854
Cell Number: (626) 483-8552
Facsimile Number: (626) 568-9987

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. 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 given, in accord with this section, within five (5) working days of said change.

SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence on the date the parties to the Agreement execute the contract and end three (3) years thereafter, subject to the termination provisions herein. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year options and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and have an approved Agreement with the City as required herein.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement

2.2 Statement of Work to be Performed

- A. Contractor shall provide court reporter services to the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group; Professional Standards Bureau, Force Investigation Division;

Detective Bureau; Employee Relations Group; and Legal Affairs Division; and will provide court reporter, transcribing services and foreign language interpretation, translation (predominantly Spanish) to those entities as needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.

- B. Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as twenty-four (24) hours notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes upon request. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform Audio Format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- C. Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings, and meetings, unless a qualified hearing reporter is specifically requested by the Department. Contractor shall ensure that at minimum, only qualified transcribers, interpreters, and translators are provided for other contract related work. Contractor must receive Department approval prior to using a sub-contractor with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work.

Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreters (CCI) for the subcontracted interpretation services. Translation services for transcription work may be performed by a non CCI translator, unless a qualified interpreter is specifically requested by the Department. Contractor agrees that translators may be required to pass a Spanish language proficiency examination if the Department so requests. The Department may submit requests for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.

- D. Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.

- E. Contractor shall ensure that reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. In case of an extreme emergency, Contractor will be given two hours for a replacement reporter to arrive. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if Contractor cancels a confirmed scheduled appointment within forty-eight (48) hours of when the hearing or meeting is to commence. Such expenses may include, but are not limited to, the cost of the per diem payment to a civilian board member, which is at least Nine Hundred Dollars (\$900) a day per board hearing.
- F. Contractor shall provide reporter service as needed during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule, attached hereto as Attachment B and incorporated herein, for time after 5:00 p.m.

A full day's per diem compensation rate is to be based on a total of eight hours of work; a half-day's per diem compensation rate is to be based on a total of four hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.

- G. Contractor shall confirm all scheduled work no less than twenty-four (24) hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the preceding Friday.
- H. Contractor shall verify with the Department all requests for transcripts prior to transcription.
- I. Contractor shall provide a completed transcript within fifteen (15) calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript and as a PDF file within twenty-four (24) hours of the request. A completed expedited transcript is to be provided within seven (7) calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within forty-eight 48 hours, subject to approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default

and may require Contractor to pay One Hundred (\$100) for each day the completion of the work assignment is delayed.

A completed transcript includes the following services:

- 1) Certification of transcript.
 - 2) Condensed transcript and concordance.
 - 3) Copy of final transcript document on computer disk or CD-ROM in a format approved by the Department.
 - 4) Preparation of II transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473.
 - 5) Submission of all transcripts with the original and one copy suitably bound using a professional binding machine.
 - 6) Proofreading of all transcripts prior to submission, and ensuring that all transcripts are accurate and free of spelling errors.
 - 7) Correction of all errors noted by the Department.
- J. Contractor shall provide the following services at no additional charge to the City:
- a) Mileage to and from the work site
 - b) Court reporter waiting time
 - c) Certifying or notarizing of transcript
- K. Contractor shall prepare the Board of Rights Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.
- L. Contractor shall prepare the transcript of Board of Rights (BOR) rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four (24) hours from the conclusion of the hearing. Contractor will receive compensation as listed on the attached fee schedule.
- M. Contractor shall deliver any and all completed transcripts requested by the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group (BOR transcripts only); Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division to the Department by courier at no charge to the Department. The Department will only reimburse Contractor for courier fees of no more than Thirty Dollars \$30.00 for all BOR Rationales.

Charges for Transcription from CD per CD hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio

and video transcriptions rate per page of the Fee Schedule. Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- N. All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- O. All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- P. Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- Q. Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- R. Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.
- S. Contractor will cooperate fully with any and all audits conducted by the Department.

SECTION 3 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

- A. Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- B. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- C. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed \$855,000 in any one fiscal year period of this Agreement, based on the rates

specified in the Fee Schedule. This maximum amount of compensation per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.

- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

3.2 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment B, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:

- 1.
 - a) Date of invoice
 - b) Invoice number
 - c) Agreement number
 - d) Description of services, including, but not limited to:
 - i) Date of Assignment
 - ii) Name of Court Reporter or Transcriptionist
 - iii) Name of Accused (BOR only) or Case Name
 - iv) Box File (BF) Number (BOR only)
 - v) Complaint Form (CF) Number (BOR only)
 - e) Number of Pages and Rate for Transcript
 - f) Number of Pages and Rate for Rationale
 - g) Amount of invoice
 - h) Total amount payable
 - i) For Tape Transcription Requests, indicate:
 - i) Requester
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Transcript
 - iv) Tape Number
 - v) Job Number
 - j) For Translation/Interpretation Request, indicate:
 - i) Requestor
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Translation
 - iv) Foreign Language
 - v) Job Number

- B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such

as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of contractor. The City will not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

- D. **Failure to adhere to these policies may result in nonpayment 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.
- E. General Requirements for Invoices

Police Commission

Invoices for work performed for Police Commission will be sent to:

Los Angeles Police Department
Police Commission
100 West First Street, Suite 134
Los Angeles, California 90012
Attention: Board Secretary

Professional Standards Bureau, Internal Affairs Group

Invoices for work performed for Professional Standards Bureau, Internal Affairs Group will be sent to:

Los Angeles Police Department
Internal Affairs Group, Advocate Section
304 South Broadway, Room 385
Los Angeles, California 90013
Attention: Department Advocate

Professional Standards Bureau, Force Investigation Division

Invoices for work performed for Professional Standards Bureau, Force Investigation Division will be sent to:

Los Angeles Police Department
Professional Standards Bureau, Force Investigation Division
100 West first Street, Suite 486
Los Angeles, California 90012
Attention: Commanding Officer

Detective Bureau

Invoices for work performed for Detective Bureau will be sent to:

Los Angeles Police Department
Detective Bureau
100 West First Street, Suite 680
Los Angeles, California 90012
Attention: Commanding Officer

Employee Relations Group

Invoices for work performed for Employee Relations Group will be sent to:

Los Angeles Police Department
Employee Relations Group
100 West First Street, Suite 949
Los Angeles, California 90012
Attention: Commanding Officer

Legal Affairs Division

Invoices for work performed by Legal Affairs Division will be sent to:

Los Angeles Police Department
Legal Affairs Division
Discovery Section
201 North Los Angeles Street, Space 301
Los Angeles, California 90012
Attention: Commanding Officer

**SECTION 4
RECORD RETENTION**

- 4.1** Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.

- 4.2 Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Suspension

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

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

5.2 Termination for Convenience

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

status, declaration of bankruptcy, etc), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.

- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

5.4 Notices of Suspension or Termination

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

SECTION 6 AMENDMENTS

6.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 7 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 8 CONFIDENTIALITY

8.1 Confidentiality of Department Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide

services at the Los Angeles Police Department facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure

and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement

8.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed \$10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all

subcontractors of this Agreement.

**SECTION 9
ENTIRE AGREEMENT**

9.1 Complete Agreement

This Agreement contains the full and complete Agreement between the 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.

9.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-C listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (rev. 03/09)

Attachment B – Fee Schedule

Attachment C – Confidentiality Agreement

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

THE CITY OF LOS ANGELES

JONNELL AGNEW & ASSOCIATES

By: _____
CHARLIE BECK
Chief of Police

By: Jonnell Agnew
JONNELL AGNEW
Sole Proprietor

DATE: _____

DATE: January 24, 2013

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: _____
DANIEL KRIENBRING
Deputy City Attorney

DATE: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: _____

Internal Revenue Service Taxpayer Identification Number: 95-3874075

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for, or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. 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 the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. 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 part's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

- 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
 - E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
 - F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
-
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: Jonnell Agnew & Associates Date: 12/25/12

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

	Limits
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <i>Statutory</i>
<input type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$250,000</u>
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	\$1,000,000
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$500,000
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$1,000,000
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bond – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<input type="checkbox"/> Crime Insurance	

Other: All limits stated are on a per occurrence basis.

Workers' Compensation coverage only required if agency has employees. If self-employed, a waiver of Workers' Compensation must be completed.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf

Insurance industry certificates other than the ACORD 25 may be accepted. **All Certificates** must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4 **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job

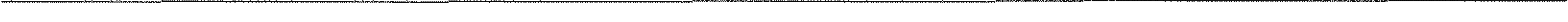
9 **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11 **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

ATTACHMENT B

FEE SCHEDULE



RATES SCHEDULES

For Evaluation and Rating Purpose

Hearings and Audio Transcriptions/Translations

JONNELL AGNEW & ASSOCIATES

Full-day Per Diem	\$ 190.00
Half-day Per Diem	\$ 160.00
Rate per page (original and 1 copy)	\$ 4.40/pp
Page rate for Rationales, delivered next day	\$ 5.00/pp
Weekend/Holiday Per Diem	\$ 375.00 Flat
Time after 5:00 p.m.	\$ 40.00/hr
Next day expedite (total page rate) 100%	\$8.80/pp
2 nd day expedite 90%	\$8.36/pp
3 rd day expedite 80%	\$7.92/pp
4 th day expedite 70%	\$7.48/pp
5 th day expedite 60%	\$7.04/pp
6th day expedite 50%	\$6.60/pp
7 th day expedite 40%	\$6.16/pp
Extra Copy	\$0.95/pp
Handling	No charge
Messenger Services	No Charge
Parking and mileage	No Charge
Court Reporter Waiting Time	No Charge
Certifying the Transcript	No Charge
Condensed Transcript	No Charge

Completion of BOR Decision Form	No Charge
BOR Hearing Cancellation Fee with less than 2 hours Notice	\$150.00
Spanish to English written translation Expedite under three days	\$ 20.00/pp \$ 40.00/pp
Hearing No Transcript Write up – ½ day	\$ 160.00
Hearing No Transcript Write up – Full day	\$ 190.00
ASII's Condensed Transcripts	No Charge

**Audio/Video Tape/CD
Transcription
UNLICENSED COURT REPORTER**

JONNELL AGNEW AND ASSOCIATES

Rate Per Page (for original and one copy)	\$ 3.75/pp
Spanish to English Transcription, Rate Per Page Expedite under three days	\$ 6.60/pp (transcript format) \$ 30.00/pp
Korean/Vietnamese Transcription Expedite under three days	\$ 30.00/pp(transcript format) \$ 60.00 pp
Exotic Language Transcription Expedite under three days	\$ 30.00/pp (transcript format) \$ 60.00/pp
Transcription From Continuous Recording (Blank Time)	\$ 65.00/hr
Handling (Expedites)	\$ 30.00
Video to Audiotape Conversion	\$ 15.00/hr
Transcription from CD – per CD Hour	\$ 3.75/pp
Additional Copies Per Page	\$ 0.95/pp
Next-day Expedite (Total page rate) 100%	\$7.50/pp
2 nd day Expedite 90%	\$7.13/pp
3 rd day Expedite 80%	\$6.75/pp
4 th day Expedite 70%	\$6.38/pp
5 th day Expedite 60%	\$6.00/pp
6 th day Expedite 50%	\$5.63/pp
7 th day Expedite 40%	\$5.25/pp
Handling	No Charge
Tape Pick-up from LAPD L.A Office	No Charge
Unlimited Transcript Corrections	No Charge

Audio/Video Tape/CD
Transcription
CERTIFIED COURT REPORTER

JONNELL AGNEW & ASSOCIATES

Rate Per Page*	\$ 4.80/pp
Spanish to English Transcription,Rate Per Page	\$ 20.00/pp (transcript format)
Expedite under three days	\$ 40.00/pp
Korean/Vietnamese Transcription	\$ 30.00/pp (transcript format)
Expedite under three days	\$ 60.00/pp
Exotic Language Transcription	\$ 30.00/pp (transcript format)
Expedite under three days	\$ 60.00/pp
Transcription From Continuous Recording (Blank Time)	\$ 65.00/hr
Video to Audiotape Conversion	\$ 15.00/hr
Transcription from CD – per CD Hour	\$ 65.00/hr
Additional Copies Per Page	\$ 0.95/pp
Next-day Expedite (Total page rate)	\$9.60/pp
2 nd day Expedite	\$9.12/pp
3 rd day Expedite	\$8.64/pp
4 th day Expedite	\$8.16/pp
5 th day Expedite	\$7.68/pp
6 th day Expedite	\$7.20/pp
7 th day Expedite	\$6.72/pp
Unlimited Transcript Corrections	No Charge
Tape Pick-up from LAPD L.A Office	No Charge

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

CONFIDENTIAL

CONFIDENTIALITY AGREEMENT

I understand that Jonnell Agnew & Associates has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, 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 me by Jonnell Agnew & Associates or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information, records, documents, and data provided by the Police Department to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer. I agree to forward all requests for the release of information received by me to Jonnell Agnew & Associates.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Jonnell Agnew & Associates and the City of Los Angeles.

I will be responsible for protecting the confidentiality and maintaining the security of Police Department materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to Jonnell Agnew & Associates for storage and/or future transcript requests.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and Jonnell Agnew & Associates and will not nullify such agreements, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Jonnell Agnew
Sole Proprietor
Jonnell Agnew & Associates

Recipient Signature

Print Name

Date

Date

LOS ANGELES POLICE COMMISSION

RJH EFR

BOARD OF
POLICE COMMISSIONERS

ANDREA SHERIDAN ORDIN
PRESIDENT

JOHN W. MACK
VICE PRESIDENT

RAFAEL BERNARDINO, JR.
RICHARD DROOYAN
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

May 16, 2013

BPC #13-0093

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND PERSONAL COURT REPORTERS FOR COURT REPORTER SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, March 12, 2013, the Board APPROVED the Department's report relative to the above matter.

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

Respectfully,

BOARD OF POLICE COMMISSIONERS

Maria Silva

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police
ASB

CITY ADMINISTRATION DIVISION
MAY 16 2013 11:12

INTRADEPARTMENTAL CORRESPONDENCE

BPC # 13 - 0089

RECEIVED 0093 8E

MAR 07 2013

March 6, 2013
1.13

REVIEWED POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

Richard M. Tefank
RICHARD M. TEFANK
EXECUTIVE DIRECTOR
3/7/13
DATE

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF LOS ANGELES AND PERSONAL COURT REPORTERS
FOR COURT REPORTER SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Agreement with Personal Court Reporters.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor and City Council for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral and City Council approval.

DISCUSSION

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Deputy Chief Mark Perez, Commanding Officer, Professional Standards Bureau, at (213) 473-6672.

Respectfully,


CHARLIE BECK
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *March 12, 2013*
Secretary *Maria Silva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

February 12, 2013

1.13

TO: Chief of Police

FROM: Commanding Officer, Professional Standards Bureau

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF LOS ANGELES AND PERSONAL COURT REPORTERS
FOR COURT REPORTER SERVICES


It is recommended that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached Professional Services Agreement between the City of Los Angeles and Personal Court Reporters, for Court Reporter Services. It is also requested that subject to Mayoral and City Council review and approval, the Chief of Police execute the Agreement.

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Lieutenant Thomas Casper, Department Advocate, Internal Affairs Group, at (213) 485-4154.


MARK R. PEREZ, Deputy Chief
Commanding Officer
Professional Standards Bureau

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: PERSONAL COURT REPORTERS, INC.

**TITLE: COURT REPORTER SERVICES
LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. _____

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Attachment A – Standard Provisions For City Contracts (rev. 03/09)

Attachment B – Fee Schedule

Attachment C – Confidentiality Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
PERSONAL COURT REPORTERS, INC.**

FOR COURT REPORTER SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and Personal Court Reporters, Inc., a California corporation, hereinafter called "Contractor".

RECITALS

The City desires to utilize the services of a court reporter agency to record administrative disciplinary proceedings for the Department's sworn employees, meetings of the Board of Police Commissioners and its subcommittees, and during criminal and administrative investigations to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

On July 5, 2012, the City issued a Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform the above-referenced court reporter services; and

The Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

The Board of Police Commissioners approved, on October 23, 2012, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an agreement with the Contractor; and

The parties hereto wish to enter into an Agreement with Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided; and

The services to be provided herein are of a professional, expert, temporary, and occasional nature.

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – Personal Court Reporters, Inc., having its principal address at 14520 Sylvan Street, Van Nuys, California 91411.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Lieutenant Thomas Casper
Los Angeles Police Department
Internal Affairs Group
304 South Broadway, Room 385
Los Angeles, California 90013
Phone Number: (213) 485-4154
Facsimile Number: (213) 847-8494

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Lisa Carrier, President
Michael Carrier, Vice President
Scott Jette, Account Executive
Personal Court Reporters, Inc.
14520 Sylvan Street
Van Nuys, California 91411
Phone Number: (800) 433-3767
Facsimile Number: (818) 988-1278

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. 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 given, in accord with this section, within five (5) working days of said change.

SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence on the date the parties to the Agreement execute the contract and end three (3) years thereafter, subject to the termination provisions herein. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year options and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and have an approved Agreement with the City as required herein.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement

2.2 Statement of Work to be Performed

- A. Contractor shall provide court reporter services to the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs

Group; Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division; and will provide court reporter, transcribing services and foreign language interpretation, translation (predominantly Spanish) to those entities as needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.

- B. Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as twenty-four (24) hours notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes upon request. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform Audio Format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- C. Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings, and meetings, unless a qualified hearing reporter is specifically requested by the Department. Contractor shall ensure that at minimum, only qualified transcribers, interpreters, and translators are provided for other contract related work. Contractor must receive Department approval prior to using a sub-contractor with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work.

Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreters (CCI) for the subcontracted interpretation services. Translation services for transcription work may be performed by a non CCI translator, unless a qualified interpreter is specifically requested by the Department. Contractor agrees that translators may be required to pass a Spanish language proficiency examination if the Department so requests. The Department may submit requests for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.

- D. Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.

- E. Contractor shall ensure that reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. In case of an extreme emergency, Contractor will be given two hours for a replacement reporter to arrive. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if Contractor cancels a confirmed scheduled appointment within forty-eight (48) hours of when the hearing or meeting is to commence. Such expenses may include, but are not limited to, the cost of the per diem payment to a civilian board member, which is at least Nine Hundred Dollars (\$900) a day per board hearing.
- F. Contractor shall provide reporter service as needed during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule, attached hereto as Attachment B and incorporated herein, for time after 5:00 p.m.
- A full day's per diem compensation rate is to be based on a total of eight hours of work; a half-day's per diem compensation rate is to be based on a total of four hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.
- G. Contractor shall confirm all scheduled work no less than twenty-four (24) hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the preceding Friday.
- H. Contractor shall verify with the Department all requests for transcripts prior to transcription.
- I. Contractor shall provide a completed transcript within fifteen (15) calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript and as a PDF file within twenty-four (24) hours of the request. A completed expedited transcript is to be provided within seven (7) calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within forty-eight 48 hours, subject to approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default

and may require Contractor to pay One Hundred (\$100) for each day the completion of the work assignment is delayed.

A completed transcript includes the following services:

- 1) Certification of transcript.
 - 2) Condensed transcript and concordance.
 - 3) Copy of final transcript document on computer disk or CD-ROM in a format approved by the Department.
 - 4) Preparation of ll transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473.
 - 5) Submission of all transcripts with the original and one copy suitably bound using a professional binding machine.
 - 6) Proofreading of all transcripts prior to submission, and ensuring that all transcripts are accurate and free of spelling errors.
 - 7) Correction of all errors noted by the Department.
- J. Contractor shall provide the following services at no additional charge to the City:
- a) Mileage to and from the work site
 - b) Court reporter waiting time
 - c) Certifying or notarizing of transcript
- K. Contractor shall prepare the Board of Rights Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.
- L. Contractor shall prepare the transcript of Board of Rights (BOR) rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four (24) hours from the conclusion of the hearing. Contractor will receive compensation as listed on the attached fee schedule.
- M. Contractor shall deliver any and all completed transcripts requested by the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group (BOR transcripts only); Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division to the Department by courier at no charge to the Department. The Department will only reimburse Contractor for courier fees of no more than Thirty Dollars \$30.00 for all BOR Rationales.

Charges for Transcription from CD per CD hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio and video transcriptions rate per page of the Fee Schedule.

Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- N. All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- O. All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- P. Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- Q. Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- R. Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.
- S. Contractor will cooperate fully with any and all audits conducted by the Department.

SECTION 3 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

- A. Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- B. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- C. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed \$855,000 in any one fiscal year period of this Agreement, based on the rates specified in the Fee Schedule. This maximum amount of compensation

per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.

- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

3.2 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment B, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:

- 1.
 - a) Date of invoice
 - b) Invoice number
 - c) Agreement number
 - d) Description of services, including, but not limited to:
 - i) Date of Assignment
 - ii) Name of Court Reporter or Transcriptionist
 - iii) Name of Accused (BOR only) or Case Name
 - iv) Box File (BF) Number (BOR only)
 - v) Complaint Form (CF) Number (BOR only)
 - e) Number of Pages and Rate for Transcript
 - f) Number of Pages and Rate for Rationale
 - g) Amount of invoice
 - h) Total amount payable
 - i) For Tape Transcription Requests, indicate:
 - i) Requester
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Transcript
 - iv) Tape Number
 - v) Job Number
 - j) For Translation/Interpretation Request, indicate:
 - i) Requestor
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Translation
 - iv) Foreign Language
 - v) Job Number

- B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such

as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of contractor. The City will not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

- D. **Failure to adhere to these policies may result in nonpayment 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.
- E. General Requirements for Invoices

Police Commission

Invoices for work performed for Police Commission will be sent to:

Los Angeles Police Department
Police Commission
100 West First Street, Suite 134
Los Angeles, California 90012
Attention: Board Secretary

Professional Standards Bureau, Internal Affairs Group

Invoices for work performed for Professional Standards Bureau, Internal Affairs Group will be sent to:

Los Angeles Police Department
Internal Affairs Group, Advocate Section
304 South Broadway, Room 385
Los Angeles, California 90013
Attention: Department Advocate

Professional Standards Bureau, Force Investigation Division

Invoices for work performed for Professional Standards Bureau, Force Investigation Division will be sent to:

Los Angeles Police Department
Professional Standards Bureau, Force Investigation Division
100 West first Street, Suite 486
Los Angeles, California 90012
Attention: Commanding Officer

Detective Bureau

Invoices for work performed for Detective Bureau will be sent to:

Los Angeles Police Department
Detective Bureau
100 West First Street, Suite 680
Los Angeles, California 90012
Attention: Commanding Officer

Employee Relations Group

Invoices for work performed for Employee Relations Group will be sent to:

Los Angeles Police Department
Employee Relations Group
100 West First Street, Suite 949
Los Angeles, California 90012
Attention: Commanding Officer

Legal Affairs Division

Invoices for work performed by Legal Affairs Division will be sent to:

Los Angeles Police Department
Legal Affairs Division
Discovery Section
201 North Los Angeles Street, Space 301
Los Angeles, California 90012
Attention: Commanding Officer

**SECTION 4
RECORD RETENTION**

- 4.1 Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.

- 4.2 Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Suspension

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

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

5.2 Termination for Convenience

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

copies of all materials related to completed Deliverables specified in this Agreement.

- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

5.4 Notices of Suspension or Termination

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

SECTION 6 AMENDMENTS

6.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 7 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 8 CONFIDENTIALITY

8.1 Confidentiality of Department Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide

services at the Los Angeles Police Department facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the

Crime Control Act of 1973, which has been accessed during the performance of the Agreement

8.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed \$10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

**SECTION 9
ENTIRE AGREEMENT**

9.1 Complete Agreement

This Agreement contains the full and complete Agreement between the 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.

9.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-C listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (rev. 03/09)

Attachment B – Fee Schedule

Attachment C – Confidentiality Agreement

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

THE CITY OF LOS ANGELES

PERSONAL COURT REPORTERS, INC.

By: _____
CHARLIE BECK
Chief of Police

By: _____

LISA CARRIER
President

DATE: _____

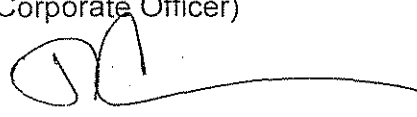
DATE: 2-6-13

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

(2nd Corporate Officer)

By: _____
DANIEL KRIENBRING
Deputy City Attorney

By: _____

MICHAEL CARRIER
Vice President

DATE: _____

DATE: 2/6/13

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 95

Internal Revenue Service Taxpayer Identification Number: 95-4838903

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. 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 the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. 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 part's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: Personal Court Reporters, Inc. Date: 12/25/12

Agreement/Reference: Court Reporter Services Los Angeles Police Department
Evidence to 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 – Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL \$250,000

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

General Liability \$1,000,000

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) \$500,000

Professional Liability (Errors and Omissions) \$1,000,000

Property Insurance (to cover replacement cost of building – as determined by insurance company)

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

Pollution Liability

Surety Bond – Performance and Payment (Labor and Materials) Bonds. 100 % of Contract Price
 Crime Insurance

Other: All limits stated are on a per occurrence basis.

Workers' Compensation coverage only required if agency has employees. If self-employed, a waiver of Workers' Compensation must be completed.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance.

Completed Insurance Industry Certificates other than ACORD 25 Certificates can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4 Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job

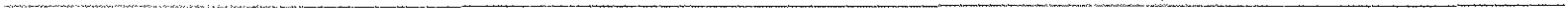
9 Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11 Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

ATTACHMENT B

FEE SCHEDULE



RATE SCHEDULES

PERSONAL COURT REPORTERS

Hearings and Audio Transcriptions/Translations

	CSR	NCSR
Full-day Per Diem	\$ 450.00	n/a
Half-day Per Diem	\$ 300.00 (4 hours or less)	n/a
Rate per page (original and 1 copy)	\$ 4.50/p reg testimony \$ 5.00/p expert testimony	n/a
Page rate for Rationales, delivered next day	\$ 4.50/p reg testimony \$ 5.00/p expert testimony	n/a
Weekend/Holiday Per Diem	\$ 500.00 full day \$ 400.00 half day	n/a
Time after 5:00 p.m.	\$ 50.00/hr	n/a
Next day expedite	\$ 9.00/p reg testimony \$ 10.00/p expert testimony	n/a
2 nd day expedite	\$ 7.65/p reg testimony \$ 8.50/p expert testimony	n/a
3 rd day expedite	\$ 7.65/p reg testimony \$ 8.50/p expert testimony	n/a
4 th day expedite	\$ 7.65/p reg testimony \$ 8.50/p expert testimony	n/a
5 th day expedite	\$ 6.75/p reg testimony \$ 7.50/p expert testimony	n/a
7 th day expedite	\$ 6.75/p reg testimony \$ 7.50/p expert testimony	n/a
Additional Copies	\$ 2.75/pg	n/a
Handling	\$ No Charge	n/a
BOR Hearing Cancellation Fee with less than 2 hours Notice	\$ 175.00	n/a
Spanish to English written translation	\$ 9.50/pg	n/a

Hearing No Transcript Write up – ½ day	\$ 400.00	n/a
Hearing No Transcript Write up – Full day	\$ 590.00	
Hearing No Transcript Write up – Full day	\$ 590.00	n/a
ASCII's Condensed Transcripts	No Charge	n/a
Messenger Services	No Charge	n/a
Parking and mileage	No Charge	n/a
Court Reporter Waiting Time	No Charge	n/a
Certifying the Transcript	No Charge	n/a
ASCII Condensed Transcript	No Charge	n/a
Completion of BOR Decision Form	No Charge	n/a

PERSONAL COURT REPORTERS

Audio/Video Tape/CD Transcription

	CSR	NCSR
Rate Per Page (for original and one copy)	\$ 7.00/pg	\$ 4.95/pg \$ 35/hr minimum
Spanish to English Transcription, Rate Per Page	\$ 5.45/ audio minute (certified translators)	\$ 45/hr
Korean/Vietnamese Transcription	\$ 9.25/ audio minute (certified translators)	\$ 70/hr
Exotic Language Transcription	\$ 9.25/ audio minute (certified translators)	\$ 70/hr
Transcription From Continuous Recording (Blank Time)	\$ 50/hr	\$ 29/hr
Video to Audiotape Conversion	\$65/hr, 1hr min, 15min increments	\$65/hr, 1hr min, 15min increments
Transcription from CD – per CD Hour	\$ 50/hr	\$ 29/hr
Additional Copies Per Page	\$ 2.75/pg	\$ 2.75/pg
Handling (Expedites)	\$ No Charge	No Charge
Next-day Expedite	\$ 14.00/pg	\$ 9.90
2 nd day Expedite	\$ 12.60/pg	\$ 8.91
3 rd day Expedite	\$ 12.60/pg	\$ 8.91
4 th day Expedite	\$ 11.20/pg	\$ 7.92
5 th day Expedite	\$ 11.20/pg	\$ 7.92
6 th day Expedite	\$ 9.80/pg	\$ 6.93
7 th day Expedite	\$ 9.80/pg	\$ 6.93
Unlimited Transcript Corrections	No charge	No charge
Tape Pick-up from LAPD L.A Office	No charge	No charge

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

I understand that Personal Court Reporters, Inc. has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, 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 me by Personal Court Reporters, Inc. or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information, records, documents, and data provided by the Police Department to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer. I agree to forward all requests for the release of information received by me to Personal Court Reporters, Inc.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Personal Court Reporters, Inc. and the City of Los Angeles.

I will be responsible for protecting the confidentiality and maintaining the security of Police Department materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all stenographic recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to Personal Court Reporters, Inc. for storage and/or future transcript requests.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and Personal Court Reporters, Inc., and will not nullify such agreement, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.



Lisa Carrier
President
Personal Court Reporters, Inc.

Recipient Signature

Print Name

2-6-13
Date

Date

LOS ANGELES POLICE COMMISSION

RJH EFR 4

BOARD OF
POLICE COMMISSIONERS

ANDREA SHERIDAN ORDIN
PRESIDENT

JOHN W. MACK
VICE PRESIDENT

RAFAEL BERNARDINO, JR.
RICHARD DROOYAN
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

May 16, 2013

BPC #13-0092

The Honorable Antonio Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND BEN HYATT CERTIFIED DEPOSITION REPORTERS, FOR COURT REPORTER SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, March 12, 2013, the Board APPROVED the Department's report relative to the above matter.

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

Respectfully,

BOARD OF POLICE COMMISSIONERS

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police
ASB

STAMP: CITY ADMINISTRATION DIVISION, MAY 17 2013

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED *SG*

March 8, 2013
1.13

MAR 07 2013

REVIEWED POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

Richard M. Tefank
RICHARD M. TEFANK
EXECUTIVE DIRECTOR
3/7/13
DATE

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND BEN HYATT CERTIFIED DEPOSITION REPORTERS, FOR COURT REPORTER SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Agreement with Ben Hyatt Certified Deposition Reporters.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor and City Council for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral and City Council approval.

DISCUSSION

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

Should you have any questions regarding this matter, please contact Deputy Chief Mark Perez, Commanding Officer, Professional Standards Bureau, at (213) 473-6672.

Respectfully,

Charlie Beck
CHARLIE BECK
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *March 12, 2013*
Secretary *Maria Silva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

February 12, 2013

1.13

TO: Chief of Police

FROM: Commanding Officer, Professional Standards Bureau

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND BEN HYATT CERTIFIED DEPOSITION REPORTERS, FOR COURT REPORTER SERVICES

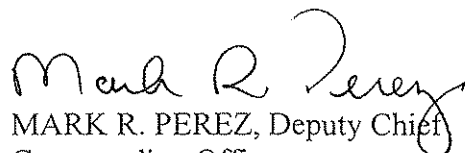
It is recommended that the Chief of Police review, approve, and transmit to the Board of Police Commissioners the attached Professional Services Agreement between the City of Los Angeles and Ben Hyatt Certified Deposition Reporters, for Court Reporter Services. It is also requested that subject to Mayoral and City Council review and approval, the Chief of Police execute the Agreement.

On July 3, 2012, the Board of Police Commissioners approved the release of the Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform Court Reporter Services for the Los Angeles Police Department (LAPD) and on July 5, the RFP was released. The Contractors submitted their proposals in response to said RFP. The City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of services required by the City.

On October 23, 2012, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor, and authorized LAPD to negotiate an agreement with the Contractor. The City wishes to enter into an Agreement with the Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided.

Funding is allocated from the Department Budget for Transcription Services. The Office of the City Attorney has approved the attached contract as to form and legality.

~~Should you have any questions regarding this matter, please contact Lieutenant Thomas Casper, Department Advocate, Internal Affairs Group, at (213) 485-4154.~~


MARK R. PEREZ, Deputy Chief
Commanding Officer
Professional Standards Bureau

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: BEN HYATT CERTIFIED DEPOSITION REPORTERS

**TITLE: COURT REPORTER SERVICES
LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. _____

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- Attachment A – Standard Provisions For City Contracts (rev. 03/09)
- Attachment B – Fee Schedule
- Attachment C – Confidentiality Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
BEN HYATT CERTIFIED DEPOSITION REPORTERS
FOR COURT REPORTER SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and Ben Hyatt Certified Deposition Reporters, a California corporation, hereinafter called "Contractor".

RECITALS

The City desires to utilize the services of a court reporter agency to record administrative disciplinary proceedings for the Department's sworn employees, meetings of the Board of Police Commissioners and its subcommittees, and during criminal and administrative investigations to transcribe audiotapes of recorded interviews, as well as interviews conducted in person with the court reporter present, and other related duties as are assigned; and

On July 5, 2012, the City issued a Request for Proposals (RFP No. 11-830-005) seeking qualified firms to perform the above-referenced court reporter services; and

The Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

The Board of Police Commissioners approved, on October 23, 2012, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an agreement with the Contractor; and

The parties hereto wish to enter into an Agreement with Contractor to provide professional court reporter services as described herein for consideration and upon the terms and conditions as hereinafter provided; and

The services to be provided herein are of a professional, expert, temporary, and occasional nature.

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – Ben Hyatt Certified Deposition Reporters, having its principal address at 17835 Ventura Boulevard, Suite 310, Encino, California 91316.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Lieutenant Thomas Casper
Los Angeles Police Department
Internal Affairs Group
304 South Broadway, Room 385
Los Angeles, California 90013
Phone Number: (213) 485-4154
Facsimile Number: (213) 847-8494

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Sharon Hyatt, President
Mitchell Hyatt, Vice President
Ben Hyatt Certified Deposition Reporters
17835 Ventura Boulevard, Suite 310
Encino, California 91316
Phone Number: (888) 272-0022
Facsimile Number: (818) 343-7119

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. 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 given, in accord with this section, within five (5) working days of said change.

SECTION 2

TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence on the date the parties to the Agreement execute the contract and end three (3) years thereafter, subject to the termination provisions herein. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for two additional one-year options and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and have an approved Agreement with the City as required herein.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement

2.2 Statement of Work to be Performed

- A. Contractor shall provide court reporter services to the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs

Group; Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division; and will provide court reporter, transcribing services and foreign language interpretation, translation (predominantly Spanish) to those entities as needed. Contractor may also be assigned work for other entities within the Department on an as-needed basis.

- B. Contractor shall provide a court reporter, with appropriate equipment, upon request by the Department with as little as twenty-four (24) hours notice, to perform court reporter services, including, but not limited to, creating a video or audio recording of the proceeding, meeting, or hearing and providing a translation and/or transcription of those audiotapes and videotapes upon request. Audiotapes shall be in the form of analog or Digitalized Satellite System (DSS), Waveform Audio Format (WAV), Windows Media Audio (WMA) and Audio Interchange File Format (AIFF) digital audio files, or other media format utilized by the Department.
- C. Contractor shall ensure that only California Certified Shorthand Reporters (CSR) are provided for the contracted court reporting services during disciplinary proceedings, and meetings, unless a qualified hearing reporter is specifically requested by the Department. Contractor shall ensure that at minimum, only qualified transcribers, interpreters, and translators are provided for other contract related work. Contractor must receive Department approval prior to using a sub-contractor with non-California certification (certification from other states) to transcribe tapes or perform other related contracted work.

Contractor may subcontract for interpretation services and for translation services to transcribe transcripts or audiotapes if necessary and with prior Department approval. Contractor shall only utilize Court Certified Interpreters (CCI) for the subcontracted interpretation services. Translation services for transcription work may be performed by a non CCI translator, unless a qualified interpreter is specifically requested by the Department. Contractor agrees that translators may be required to pass a Spanish language proficiency examination if the Department so requests. The Department may submit requests for foreign language interpretation and translation of transcripts when necessary and on pre-approved cost estimates. If a translator is required for less commonly spoken languages, Contractor shall submit a cost estimate for consideration and approval by the Department before retaining a subcontractor to perform such services.

- D. Contractor shall ensure that the CSR licensing standards are regarded as a minimum level of professional competence. The CSR must be able to keep pace with normal conversation level.

- E. Contractor shall ensure that reporters arrive on time for all scheduled appointments. Contractor shall be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if its reporters fail to appear for confirmed scheduled appointments. In case of an extreme emergency, Contractor will be given two hours for a replacement reporter to arrive. Contractor shall also be responsible for any expenses incurred by the Department as a result of cancelled or rescheduled hearings and meetings if Contractor cancels a confirmed scheduled appointment within forty-eight (48) hours of when the hearing or meeting is to commence. Such expenses may include, but are not limited to, the cost of the per diem payment to a civilian board member, which is at least Nine Hundred Dollars (\$900) a day per board hearing.
- F. Contractor shall provide reporter service as needed during normal business hours (8:00 a.m. to 5:00 p.m.) and on weekends and holidays. The assigned reporters may be required to work through a lunch period or after 5:00 p.m. Should the Department need reporter service after normal business hours, the Contractor is entitled to receive premium payment based on the Fee Schedule, attached hereto as Attachment B and incorporated herein, for time after 5:00 p.m.

A full day's per diem compensation rate is to be based on a total of eight hours of work; a half-day's per diem compensation rate is to be based on a total of four hours of work. There will be no additional hourly charge unless the total number of work hours in a day exceeds eight hours. Thereupon, excess time will be paid based on the Fee Schedule, rounded to the nearest hour.

- G. Contractor shall confirm all scheduled work no less than twenty-four (24) hours before the work is to be performed. If the scheduled work date is to be on a Sunday or Monday, Contractor shall confirm the service is still required on the preceding Friday.
- H. Contractor shall verify with the Department all requests for transcripts prior to transcription.
- I. Contractor shall provide a completed transcript within fifteen (15) calendar days from the date of the request for said transcript. If an expedited transcript is requested, Contractor shall provide a rough transcript and as a PDF file within twenty-four (24) hours of the request. A completed expedited transcript is to be provided within seven (7) calendar days from the date requested, as defined by the requesting Department entity. If contractor is unable to fulfill a job request due to scheduling or other unforeseen circumstances, Contractor may decline the job within forty-eight (48) hours, subject to approval by the Department. If Contractor defaults on the delivery of the transcripts as provided above, the City may give Contractor a written notice of such default

and may require Contractor to pay One Hundred (\$100) for each day the completion of the work assignment is delayed.

A completed transcript includes the following services:

- 1) Certification of transcript.
 - 2) Condensed transcript and concordance.
 - 3) Copy of final transcript document on computer disk or CD-ROM in a format approved by the Department.
 - 4) Preparation of II transcripts according to the requirements of Division 24 of Title 16 of the California Code of Regulations, Professional and Vocational Regulations, Section 2473.
 - 5) Submission of all transcripts with the original and one copy suitably bound using a professional binding machine.
 - 6) Proofreading of all transcripts prior to submission, and ensuring that all transcripts are accurate and free of spelling errors.
 - 7) Correction of all errors noted by the Department.
- J. Contractor shall provide the following services at no additional charge to the City:
- a) Mileage to and from the work site
 - b) Court reporter waiting time
 - c) Certifying or notarizing of transcript
- K. Contractor shall prepare the Board of Rights Decision Form at the conclusion of administrative disciplinary hearings, for the signature of Board members while they are still present at no additional charge.
- L. Contractor shall prepare the transcript of Board of Rights (BOR) rationale on findings and penalty at the conclusion of each administrative disciplinary hearing and ensure delivery of the rationale to the Department within twenty-four (24) hours from the conclusion of the hearing. Contractor will receive compensation as listed on the attached fee schedule.
- M. Contractor shall deliver any and all completed transcripts requested by the Department's Board of Police Commissioners; Professional Standards Bureau, Internal Affairs Group (BOR transcripts only); Professional Standards Bureau, Force Investigation Division; Detective Bureau; Employee Relations Group; and Legal Affairs Division to the Department by courier at no charge to the Department. The Department will only reimburse Contractor for courier fees of no more than Thirty Dollars \$30.00 for all BOR Rationales.

Charges for Transcription from CD per CD hour refers to the time spent listening to tapes including dead air and shall be billed in addition to audio

and video transcriptions rate per page of the Fee Schedule. Pricing for additional copies refers to per page cost to duplicate a transcript that the Department, after exercising due diligence, consider lost or misplaced. This copy will be produced by the Contractor upon the request of the Department and will be assessed based on the Fee Schedule.

- N. All materials provided to Contractor for transcription (including, but not limited to, audiotapes and videotapes) must be returned to the Department at the time the completed transcript is delivered.
- O. All work products performed and prepared by Contractor for each work assignment shall not be released by Contractor to anyone other than the requestor who issued the work assignment. Contractor shall refer all requests for work product to the initiating entity.
- P. Contractor shall provide for its own parking, clerical, telephone, and reproduction services.
- Q. Contractor must maintain its own bookkeeping ensuring that all bills submitted to the City are accurate.
- R. Contractor must be able to scale along technological changes in the industry and must be able to provide services in various media formats including transcribing services from any medium.
- S. Contractor will cooperate fully with any and all audits conducted by the Department.

SECTION 3 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

- A. Contractor shall provide the deliverables described in this Article. Contractor must provide all deliverables to the City in various media formats including digital and analog as required by the Department.
- B. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.
- C. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed \$855,000 in any one fiscal year period of this Agreement, based on the rates

specified in the Fee Schedule. This maximum amount of compensation per fiscal year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular fiscal year.

- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, Contractor is not entitled to any vacation, sick leave, Workers' Compensation, pension or any other City benefits.

3.2 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the City in accordance with Attachment B, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the Department. Contractor must include the following information on each invoice:

- 1.
 - a) Date of invoice
 - b) Invoice number
 - c) Agreement number
 - d) Description of services, including, but not limited to:
 - i) Date of Assignment
 - ii) Name of Court Reporter or Transcriptionist
 - iii) Name of Accused (BOR only) or Case Name
 - iv) Box File (BF) Number (BOR only)
 - v) Complaint Form (CF) Number (BOR only)
 - e) Number of Pages and Rate for Transcript
 - f) Number of Pages and Rate for Rationale
 - g) Amount of invoice
 - h) Total amount payable
 - i) For Tape Transcription Requests, indicate:
 - i) Requester
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Transcript
 - iv) Tape Number
 - v) Job Number
 - j) For Translation/Interpretation Request, indicate:
 - i) Requestor
 - ii) Complaint Form (CF) Number
 - iii) Number of Pages and Rate for Translation
 - iv) Foreign Language
 - v) Job Number

- B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such

as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of contractor. The City will not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

- D. **Failure to adhere to these policies may result in nonpayment 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.
- E. General Requirements for Invoices

Police Commission

Invoices for work performed for Police Commission will be sent to:

Los Angeles Police Department
Police Commission
100 West First Street, Suite 134
Los Angeles, California 90012
Attention: Board Secretary

Professional Standards Bureau, Internal Affairs Group

Invoices for work performed for Professional Standards Bureau, Internal Affairs Group will be sent to:

Los Angeles Police Department
Internal Affairs Group, Advocate Section
304 South Broadway, Room 385
Los Angeles, California 90013
Attention: Department Advocate

Professional Standards Bureau, Force Investigation Division

Invoices for work performed for Professional Standards Bureau, Force Investigation Division will be sent to:

Los Angeles Police Department
Professional Standards Bureau, Force Investigation Division
100 West first Street, Suite 486
Los Angeles, California 90012
Attention: Commanding Officer

Detective Bureau

Invoices for work performed for Detective Bureau will be sent to:

Los Angeles Police Department
Detective Bureau
100 West First Street, Suite 680
Los Angeles, California 90012
Attention: Commanding Officer

Employee Relations Group

Invoices for work performed for Employee Relations Group will be sent to:

Los Angeles Police Department
Employee Relations Group
100 West First Street, Suite 949
Los Angeles, California 90012
Attention: Commanding Officer

Legal Affairs Division

Invoices for work performed by Legal Affairs Division will be sent to:

Los Angeles Police Department
Legal Affairs Division
Discovery Section
201 North Los Angeles Street, Space 301
Los Angeles, California 90012
Attention: Commanding Officer

**SECTION 4
RECORD RETENTION**

- 4.1 Contractor shall maintain all stenographic recordings, either paper notes or electronic files, prepared under this Agreement until such time as the Department provides Contractor with instructions for the disposition of any particular recording. Said recordings are subject to examination and audit by authorized City personnel or by the City's representative at any time while Contractor is in possession of the recordings. Contractor shall provide any reports requested by the City regarding stenographic recordings.

- 4.2 Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Suspension

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

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

5.2 Termination for Convenience

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

status, declaration of bankruptcy, etc), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.

- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

5.4 Notices of Suspension or Termination

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

SECTION 6 AMENDMENTS

6.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 7 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 8 CONFIDENTIALITY

8.1 Confidentiality of Department Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each court reporter sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide

services at the Los Angeles Police Department facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure

and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement

8.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed \$10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all

subcontractors of this Agreement.

**SECTION 9
ENTIRE AGREEMENT**

9.1 Complete Agreement

This Agreement contains the full and complete Agreement between the 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.

9.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-C listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (rev. 03/09)

Attachment B – Fee Schedule

Attachment C – Confidentiality Agreement

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

THE CITY OF LOS ANGELES

BEN HYATT CERTIFIED DEPOSITION REPORTERS

By: _____
CHARLIE BECK
Chief of Police

By: 
SHARON HYATT
President

DATE: _____

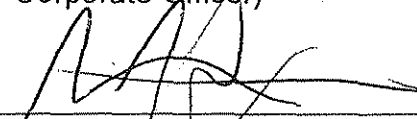
DATE: January 18, 2013

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

(2nd Corporate Officer)

By: _____
DANIEL KRIENBRING
Deputy City Attorney

By: 
MITCHELL HYATT
Vice President

DATE: _____

DATE: January 18, 2013

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0000932439-0001-6

Internal Revenue Service Taxpayer Identification Number: 95-4691888

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. 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 the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. 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 part's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

 - 3. ~~**CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.~~

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: Ben Hyatt Certified Deposition Reporters Date: 12/25/12

Agreement/Reference: Court Reporter Services Los Angeles Police Department

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

	Limits
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$250,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	\$1,000,000
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$500,000
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$1,000,000
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/>	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/>	
<input type="checkbox"/> Surety Bond – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<input type="checkbox"/> Crime Insurance	

Other: All limits stated are on a per occurrence basis.

Workers' Compensation coverage only required if agency has employees. If self-employed, a waiver of Workers' Compensation must be completed.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf

Insurance industry certificates other than the ACORD 25 may be accepted. **All Certificates** must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance.

Completed **Insurance Industry Certificates** other than **ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4 Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job

9 Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11 Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

ATTACHMENT B

FEE SCHEDULE

RATES SCHEDULES

Hearings and Audio Transcriptions/Translations CERTIFIED COURT REPORTER

BEN HYATT CERTIFIED DEPOSITION REPORTERS

Full-day Per Diem	\$ 225.00
Half-day Per Diem	\$ 175.00
Rate per page (original and 1 copy)	\$ 4.85
Page rate for Rationales, delivered next day	\$ 6.50
Weekend/Holiday Per Diem	\$ 250.00
Time after 5:00 p.m.	\$ 30.00/hr
Next day expedite	\$ 9.70
2 nd day expedite	\$ 9.22
3 rd day expedite	\$ 8.73
4 th day expedite	\$ 8.25
5 th day expedite	\$ 7.76
6th day expedite	\$ 7.28
7 th day expedite	\$ 7.28
Extra Copy	\$ 0.95/p
Handling	\$ 30.00
Messenger Services	Cost (\$45)
Parking and mileage	Cost
Court Reporter Waiting Time	\$ 25/hour
Certifying the Transcript	No Charge
Condensed Transcript	\$ 0.25/p
Completion of BOR Decision Form	

BOR Hearing Cancellation Fee with less than 2 hours Notice	\$125
Spanish to English written translation	\$0.12/word or \$28.00/p
Hearing No Transcript Write up – ½ day	\$350
Hearing No Transcript Write up – Full day	\$650
ASCH's Condensed Transcripts	No Charge

**AUDIO/VIDEO TAPE/CD
TRANSCRIPTION
UNLICENSED COURT REPORTER**

BEN HYATT CERTIFIED DEPOSITION REPORTERS

Rate Per Page (for original and one copy)	\$ 3.75/p
Spanish to English Transcription, Rate Per Page	\$ 6.42/p
Korean/Vietnamese Transcription	Korean \$13.50/minute Vietnamese \$13.75/minute
Exotic Language Transcription	\$ 15.00/p
Transcription From Continuous Recording (Blank Time)	\$ 20/hour
Handling (Expedites)	\$ 30.00
Video to Audiotape Conversion	\$ 17.00
Transcription from CD – per CD Hour	\$ 100.00
Additional Copies Per Page	\$ 0.75/p
Next-day Expedite	\$ 8.00/p
2 nd day Expedite	\$ 7.60/p
3 rd day Expedite	\$ 7.20/p
4 th day Expedite	\$ 6.80/p
5 th day Expedite	\$ 6.40/p
6 th day Expedite	\$ 6.00/p
7 th day Expedite	\$ 6.00/p
Handling	\$ 30.00
Tape Pick-up from LAPD L.A Office	\$ 40.05
Unlimited Transcript Corrections	No Charge

**AUDIO/VIDEO TAPE/CD
TRANSCRIPTION
CERTIFIED COURT REPORTER**

BEN HYATT CERTIFIED DEPOSITION REPORTERS

Rate Per Page	\$ 4.95/p
Spanish to English Transcription, Rate Per Page	\$ 12.00 + \$75.00 certification fee
Korean/Vietnamese Transcription	Korean Half Day \$495 / Full Day \$865 }+page rate Vietnamese Half Day \$575/Full Day \$975 }+page rate
Exotic Language Transcription	N/A
Transcription From Continuous Recording (Blank Time)	\$ 20/hour
Video to Audiotape Conversion	\$ 30/video hour
Transcription from CD – per CD Hour	\$ 30/hour
Additional Copies Per Page	\$ 0.75/p
Next-day Expedite	\$ 9.90/p
2 nd day Expedite	\$ 9.41/p
3 rd day Expedite	\$ 8.91/p
4 th day Expedite	\$ 8.42/p
5 th day Expedite	\$ 7.92/p
6 th day Expedite	\$ 7.43/p
7 th day Expedite	\$ 6.93/p
Unlimited Transcript Corrections	No Charge
Tape Pick-up from LAPD L.A Office	\$ 40.05

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

I understand that Ben Hyatt Certified Deposition Reporters has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, 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 me by Ben Hyatt Certified Deposition Reporters or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information, records, documents, and data provided by the Police Department to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer. I agree to forward all requests for the release of information received by me to Ben Hyatt Certified Deposition Reporters.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between Ben Hyatt Certified Deposition Reporters and the City of Los Angeles.

Protecting the confidentiality and maintaining the security of Police Department
and any other information in my possession. I am responsible
for electronic files, recorded by me
for storage and/or