

0150-12133-0001

TRANSMITTAL

TO The City Council	DATE 07/08/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

**Personal Services Contract with TPUSA, Inc. for live captioning, offline captioning, translation, and transcription services.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached report from the City Administrative Officer.



MAYOR

(Carolyn Webb de Macías for)

MWS:ADP:11250135

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 06/23/25	C.D. No. All	CAO File No.: 0150-12133-0001
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Maria Ramos 213-935-5639	
Reference: Transmittal from ITA dated May 23, 2025			
Purpose of Contract: For the provision of as-needed live captioning, offline captioning, translation, and transcription services.			
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: June 30, 2025 through June 29, 2028 with two one-year options to extend	
Contract/Amendment Amount: \$ 675,000			
Proposed amount \$ 675,000 + Prior award(s) \$ 0 = Total \$ 675,000			
Source of funds: Public, Educational, and Governmental Development Fund			
Name of Contractor: TPUSA, Inc.			
Address: 1991 S. 4650 W., Salt Lake City, UT 84101			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010			X


**RECOMMENDATION**

That the Council authorize the General Manager of the Information Technology Agency, or designee, to execute a Personal Services Contract with TPUSA, Inc. with a total expenditure authority of \$675,000 and a term effective July 1, 2025 through June 30, 2028 with two one-year options to extend, subject to the approval of the City Attorney.

**SUMMARY**

The Information Technology Agency (ITA) requests approval to execute a Personal Services Contract (Contract) with the TPUSA, Inc. (Contractor) for the provision of non-exclusive as-needed live captioning, offline captioning, translation, and transcription services. The proposed Contract term is three years effective June 30, 2025 through June 29, 2028, with two additional one-year options to extend, for a total potential term of five years.

ITA's LA Cityview Media Group – Channel 35 (Channel 35) is the City's television cable access channel, providing City constituents with government programming including coverage of City Council meetings as well as activities sponsored by City departments. In accordance with the Americans with Disabilities

Austin Patrick		
ADP	Analyst	11250135
		Assistant City Administrative Officer

Acts (ADA), Channel 35 includes captions for all video content to ensure equitable access to the information and programming it provides.

On March 21, 2024, ITA posted a Request for Proposals (RFP) seeking proposers to provide live captioning, offline captioning, translation, and transcription services for Channel 35. Four organizations submitted responses: the Contractor; AI Media Technologies LLC; National Captioning Institute; and, Network Television Time, Inc. The submissions were rated by a committee of four City employees on the following criteria: company experience; client references; demonstration reel; live demonstration; and, contract rates and fees. Based on the evaluation, the committee and ITA recommend awarding the contract to TPUSA Inc.

Through the proposed Contract, the Contractor will provide services including live captioning for scheduled events including but not limited to press conferences and meetings of the City Council and Committees, as well as unscheduled events or during emergencies subject to the availability of the Contractor. The Contractor will additionally provide offline captioning and translation services, as well as transcription services. The Contractor and its predecessor owners including TPUSA-FHCS, Inc. dba Teleperformance RapidText, PeopleSupport RapidText, Inc., and Aegis RapidText, Inc. have provided these same services to the City since 2009, under City contracts C-141494 and C-115592.

The Contractor has complied with all applicable City contracting requirements. In accordance with Charter Section 1022, the Personnel Department determined that the City does not have City classifications with the expertise to perform the work proposed to be contracted. As part of the Contract negotiations, portions of the Standard Provisions were amended and amendments were approved by the City's Risk Manager and the City Attorney, as applicable. As the total contract duration would have a term longer than three years, it requires Council approval pursuant to Administrative Code section 10.5(a). The proposed Contract includes a ratification clause to allow the Contractor to provide services prior to the execution of the Contract.

## **FISCAL IMPACT STATEMENT**

The 2025-26 Adopted Budget includes funding for this Contract within the Public, Educational, and Government Development Fund. There is no impact to the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

**TED M. ROSS**  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

**MARYAM ABBASSI**  
ASSISTANT GENERAL MANAGER

**BHAVIN PATEL**  
ASSISTANT GENERAL MANAGER

**TITA ZARA**  
ASSISTANT GENERAL MANAGER

**EDUARDO MAGOS**  
ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.gov](http://ita.lacity.gov)

May 23, 2025

REF: FAS-091-25

Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Legislative Coordinator

Subject: **REQUEST APPROVAL OF A PERSONAL SERVICES CONTRACT WITH TPUSA, INC. FOR CLOSED CAPTIONING, TRANSLATION, AND TRANSCRIPTION SERVICES**

Dear Mayor Bass:

Attached for your review and approval is the draft contract between the City of Los Angeles – Information Technology Agency (ITA) and TPUSA, Inc. to provide non-exclusive, as-needed services of live captioning, offline captioning, translation, and transcription services. The contract will be for a term of three years beginning June 30, 2025 through June 29, 2028, with two one-year options to extend. The contract has an expenditure limit of \$675,000.

## Background

The ITA's LA CityView Media Group – Channel 35 (Channel 35) is the City of Los Angeles' (City) television cable access channel available to the constituents of the City. Channel 35 produces informational government programming originating from Council and Committee meetings as well as activities sponsored by City Departments. Channel 35 programming informs, educates and connects the citizens of Los Angeles to City government. Available 24/7, Channel 35 can be seen on local cable providers within the boundaries of the City of Los Angeles, in addition to various social media platforms such as YouTube, X, Meta, and others.

As mandated by the Americans with Disabilities Acts (ADA), federal laws, state laws, and local laws, Channel 35 includes captions for all video content to ensure that every citizen

has equitable access to the information and programming it provides. This includes the live coverage of City Council and various Commission meetings, as well as Channel 35 original programming across cable television and social media platforms.

On March 21, 2024, ITA posted a Request for Proposals (RFP) to provide live captioning, offline captioning, translation, and transcription for Channel 35. An evaluation committee panel of four City employees then evaluated all respondents to the RFP which consisted of the following four organizations:

1. TPUSA, Inc.
2. AI Media Technologies LLC
3. National Captioning Institute
4. Network Television Time, Inc.

Submissions were rated based on the following criteria:

- Company Experience
- Client References
- Demonstration Reel
- Live Demonstration
- Contract Rates and Fees

The evaluation committee and ITA recommend awarding the contract to TPUSA, Inc. By August 27, 2024, all respondents were notified by ITA of the evaluation and selection results.

The term of the proposed contract will be three years, commencing upon June 30, 2025 and will terminate three years therefrom on June 29, 2028, with two one-year options to extend and a total expenditure limit of \$675,000. The execution of this contract does not obligate the City to utilize all the contractor's services or all of the allocated funds.

### **Contract Compliance**

In accordance with Charter 1022, the Personnel Department determined that City employees do not possess the expertise or skills to perform the work being sought. While there are City classifications that can perform the work, the staff would have to be laid off by ITA at the end of the project.

The Equal Benefits Ordinance/First Source Hiring Ordinance was verified on April 8, 2024. The Disclosure Ordinance affidavits was verified on July 25, 2022.

The Contractor Responsibility Ordinance Questionnaire was submitted by the Contractor on May 1, 2024, and was verified by the Authorized Designated Administrative Agency (DAA) Representative on May 7, 2025.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 were completed by the vendor, and CEC Form 55 was filed with the Ethics Commission on May 1, 2024.

The ACORD Certificate of Liability Insurance has been uploaded in KwikComply for the required insurance for General Liability (CA# 35911047, expires 12/31/2025), Automobile Liability (CA#73559843, expires 12/31/2025) and Workers Compensation (CA# WC924284413, expires 04/01/26).

The headquarters address and workforce information are as follows:

TPUSA, Inc.  
1991 S. 4650 W.  
Salt Lake City, UT 84101

Percentage of Workforce residing in the City: 0%

The Contractor possesses a valid Business Tax Registration Certificate.

The draft agreement has been approved by the City Attorney as to form.

### **Fiscal Impact Statement**

The source of funding for this contract is available from the Public, Educational, and Government Development Fund.

### **Recommendation**

Authorize the General Manager of the Information Technology Agency, or his designee, to execute a three-year contract beginning June 30, 2025 through June 29, 2028, with two one-year options to extend with TPUSA, Inc. to provide as-needed captioning services. The total expenditure limit for this contract is \$675,000.

Please contact Maria Ramos, Chief Management Analyst, at (213) 935-5639 with any questions.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Ted Ross". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ted Ross  
General Manager

Attachment

cc: Melissa Velasco, CAO  
Austin Patrick, CAO  
Maryam Abbassi, ITA  
Tita Zara, ITA  
Ted Lin, ITA  
Jayson Joseph, ITA  
Maria Ramos, ITA  
Mei Ly, ITA  
Tim Jennings, ITA

CONTRACT  
between  
CITY OF LOS ANGELES  
and  
TPUSA, INC.

THIS CONTRACT ("Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and TPUSA, Inc., a Delaware corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, ITA is responsible for managing LA CityView Channel 35 ("Channel 35"), the City's cable television access channel available to constituents;

WHEREAS, Channel 35 produces informational government programming, including coverage of City Council and Committee meetings, press conferences with elected officials, and activities sponsored by City departments, as well as original programming;

WHEREAS, the City requires closed captioning, translation, and transcription services to support the production and distribution of Channel 35 programming;

WHEREAS, the Personnel Department performed a Charter Section 1022 evaluation and determined that the City neither owns closed captioning equipment nor has the technical expertise or sufficient City staff to operate closed captioning equipment;

WHEREAS, ITA issued a Request for Proposals ("RFP") on March 21, 2024, for Closed Captioning Services under Charter Section 372, and the Contractor was selected under such RFP;

WHEREAS, competitive bidding under Charter Section 371 is not required because the services required are for the performance of special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, the Contractor has demonstrated to the City, through the RFP process, that Contractor is well qualified to perform the services required herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:



## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on June 30, 2025, and shall terminate three years therefrom on June 29, 2028, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew the contract for two additional one-year periods subject to the same terms and conditions upon the written notification by the ITA General Manager or his/her designee, so long as funds have been allocated for this purpose in the applicable fiscal year.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1. Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$675,000.00. Contractor agrees that execution of this Contract neither guarantees that the Contractor's employees will be utilized nor that the Contractor will receive any payment unless confirmed by the ITA in an authorization to hire letter.

### **2.2. Invoices**

Contractor shall submit monthly invoices to the City as follows:

The specific hourly rate to be charged for Contractor's personnel shall be determined prior to beginning of employment by mutual written agreement between Contractor and the City. The City shall compensate the Contractor's personnel for amounts not to exceed the rates provided in Appendix B: Closed Captioning & Translation Services Rate Sheet.

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Contractor's invoices shall conform to City standards and include the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;
- Date of the invoice and the period covered;
- Reference to this Contract number;
- Reference to the ITA Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by Contractor;

- Description of the services performed and the amount due for the services;
- Name(s) of all Contractor's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
- Payment terms, total due and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. The Contractor is encouraged to provide the City electronic copies of invoices in place of physical copies when possible. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for 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 to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

### **2.3. Pricing Adjustment**

a) CPI Adjustment. On the anniversary of the Effective Date during the Term of this Contract, CONTRACTOR shall have the right to adjust the prices herein set forth and in any Schedule, up to an amount equal to the percentile increase in the Consumer Price Index ("CPI") over the prior year's CPI. CPI means a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

b) Change in Applicable Law or Regulation. At any time after a law or regulation is enacted or implemented that increases the costs for

CONTRACTOR to provide the Services under an applicable SOW, CONTRACTOR may increase the prices for the Services set forth in each applicable SOW by an amount equal to the increase in costs directly related to the newly enacted law or regulation.

### **3.0 SCOPE OF WORK or STATEMENT OF WORK**

Contractor shall provide the services of live captioning, offline captioning, translation, and transcription as requested by the City on a non-exclusive, as-needed basis. Contractor has the sole responsibility of ensuring the accuracy of its work.

Captioning services shall be in compliance with federal, state, and local law, including the American Disabilities Act ("ADA") and Federal Communications Commission ("FCC") Rule 79.1.

#### **3.1. DESIGNATED ACCOUNT MANAGER**

Contractor shall designate an Account Manager to serve as a single point-of-contact to oversee and coordinate captioning services, provide technical assistance, receive billing inquiries, assist in billing dispute resolution, and manage requirements.

The Account Manager shall be available during conventional business hours, Monday to Friday, 8:00 AM-5:00 PM Pacific Time ("PT"). For communication after-hours, during weekends, and holidays, a secondary contact shall be provided.

#### **3.2. LIVE CAPTIONING**

Contractor shall provide live captioning for scheduled events, including but not limited to press conferences and meetings of the City Council and Committees.

The City may also request live captioning services for unscheduled events or during an emergency, contingent on the availability of Contractor during such unscheduled times.

Contractor shall fulfill the following live captioning requirements:

- Provide remote live captioning services via an EEG H492 Encoder or any future encoders that may be adopted by the City if industry standards change.
- Receive audio by iCap of the EEG H492 Encoder and by City's Council Phone.
- Provide closed or open captioning as requested by the City.
- Provide captioning that is verbatim of the program, including any profanities, grammatical errors, false starts committed by the speaker, or changes in direction mid-sentence. Speaker's words cannot be paraphrased.

- Provide captions that use proper spacing, punctuation, and capitalization.
- Provide captions that use proper spelling except when the speaker mispronounces a word.
- Provide live captioning in English, unless otherwise requested by the City.
- Provide captioning at an average rate of 200 words per minute for live captioning service.
- Deliver captions in close to real-time speed with minimum delays.
- Provide an overall accuracy rate for live captioning greater than 95 percent.
- Provide captions from the beginning to the end of programming.
- Provide, at no additional charge to the City, an unedited captioning transcript that is available for download upon request up to one year after the date of the event.
- Complete and deliver edited caption transcripts and files for live-captioning services to the City within 24 hours of live, real-time fixes or within an agreed upon deadline.

### **3.3. OFFLINE CAPTIONING**

Contractor shall provide the following offline captioning services for prerecorded programming:

- Provide open and closed captioning services as requested by the City.
- Provide offline captioning services in any of the languages listed in Section 3.4 Translation Services at the request of the City.
- Provide offline captioning that is verbatim of what is said in the program.
- Provide captions that are synchronous with the program.
- Correct captioning errors within two business days.

The formats of offline captioning files will be agreed upon between the Contractor and City before completion of a request.

### **3.4. TRANSLATION SERVICES**

Contractor shall provide the following translation services for offline captioning:

- Provide translation services from multiple file types.
- Provide video, audio, or document files in the following languages (subject to change):

List of Languages	
Armenian	Korean
Chinese (Traditional)	Russian

Farsi	Spanish
Hindi	Tagalog
Japanese	Thai
Khmer	Vietnamese

- Provide translation services that are verbatim of the video, audio, or document files.
- Deliver translations as text files, as well as the associated closed captioning files.
- Be prepared for occasional short turnaround times and rush orders.
  - Turnaround times for each project shall be agreed upon between the Contractor and the City before the project has begun.

### **3.5. TRANSCRIPTION SERVICES**

Contractor shall provide the following transcription services on request:

- Provide transcriptions to City produced from video and audio files, in accordance with the instructions provided by the City's Project Manager.
- Provide transcriptions in languages listed in Section 3.4 Translation Services - List of Languages at the request of the City.
- Provide transcription services that are verbatim of the video, audio, or document files.
- Provide transcriptions with timing notations from video or audio files.
- Deliver transcriptions as text files.

Turnaround times for each project shall be agreed upon between the Contractor and the City before the project has begun.

### **3.6. Written Approval Required**

Before services are provided for any City department, Contractor shall first receive written approval to proceed by the ITA. The written approval shall include a detailed Statement of Work defining the scope of services, duration of engagement, and the budget for the project. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project.

## **4.0 CONTRACT AUDITS**

Upon prior written notice of at least 5 business days, the Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to

performance of this contract. Contractor agrees to provide the City or its delegate, at no cost, with any relevant information requested relating to this contract and shall permit the City or its delegate access to its premises, upon reasonable written notice of at least 5 business days, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three years after final payment under the contract. Audit and access rights are subject to compliance with the Contractor's reasonable policies on confidentiality and information security.

## **5.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

### **5.1. Parties to the Contract**

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: TPUSA, Inc., a Delaware corporation, having its principal office at 215 N. Marengo Ave. #160, Pasadena, CA 91101.

### **5.2. Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Sharon Turner

Title: Account Executive

Address: 215 N. Marengo Ave., 3rd Floor  
Pasadena, CA 91101

Telephone: (562) 221-7630

Email: [Sharon.Turner@teleperformance.com](mailto:Sharon.Turner@teleperformance.com)

### **5.3. City's Representative**

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Maria Cecilia Ramos  
Title: Chief Management Analyst  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213)935-5639  
Email: maria.ramos@lacity.org

#### **5.4. City's Project Manager**

The City hereby appoints the following person to act as the project manager.

Name: Ted Lin  
Title: Cable Television Production Manager III  
Address: 200 North Main Street, Suite 1400  
Los Angeles, CA 90012  
Telephone: (213)473-9767  
Email: [Ted.Lin@lacity.org](mailto:Ted.Lin@lacity.org)

#### **5.5. Communications**

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands, and communications required hereunder by either party shall 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.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within ten (10) working days of said change.

### **6.0 AMENDMENTS TO APPENDIX A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])**

6.1. **PSC-11 Contractor's Personnel.** The first paragraph is deleted and replaced as follows in quotation marks:

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

6.2. **PSC-19 Intellectual Property Indemnification** is deleted in its entirety.

6.3. **PSC-21 Ownership and License** is deleted and replaced as follows in quotation marks:

“Materials transcribed/captioned by **CONTRACTOR** (the “Work Product”) shall be works for hire. Unless otherwise provided for herein, all finished and unfinished Work Products, tangible or not, created under this Contract shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY’S** ownership of rights provided herein.

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

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

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

All rights in and to any and all material, information systems, technology, software and related documentation, tools, methods, forms, processes, procedures, workflows, data, data formats, data compilations, program names, designs, manuals, source code, object code and other material or information created by, owned, licensed to, or developed by Contractor, its affiliate or their respective personnel (a) prior to the Effective Date or (b) after the Effective Date but independent of this Agreement, meaning not specifically pursuant to a Schedule, whether or not used by Contractor or its affiliate in connection with the Services or incorporated into any Documents &



Data, including all intellectual property rights therein (collectively, “**Contractor Material**”), is, shall be, and shall remain, the exclusive property of Contractor and/or its third-party licensor(s).

City-Provided Materials are all of City’s materials pertaining or related to the Contract and furnished to Contractor.”

6.4. **PSC-22 Data Protection** is deleted and replaced as follows in quotation marks:

“A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery of any unauthorized access of City Data in **CONTRACTOR’S** possession or custody (a “Data Breach”), or of any incident affecting City Data in **CONTRACTOR’S** possession or custody related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** reasonable satisfaction.

**CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any such resulting third party actions if such Data Breach or Security Incident is caused by **CONTRACTOR’S** material breach of this Section 22.”

6.5. **PSC-24 Best Terms** is deleted.

## 7.0 NAME CHANGE

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General

Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

## **8.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

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

## **9.0 CONTRACTOR PERFORMANCE EVALUATION**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **10.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS**

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

## **11.0 CITY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **12.0 INSURANCE COMPLIANCE**

Contractor will fulfill its insurance obligation by using the City's designated insurance portal, KwikComply at <https://kwikcomply.org>, to upload its certificate of insurance. Contractor is responsible for keeping its certificate current, and the date of expiration of the certificate on file shall never be less than 30 days in the future. City shall not pay invoices on contracts that are not in compliance with this Section and shall not be responsible for any late charges or fees that may accrue in consequence.

### **13.0 ELECTRONIC SIGNATURES**

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

### **14.0 RATIFICATION CLAUSE**

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

### **15.0 APPENDICES**

The following appendices are incorporated into and made a part of this Contract:

Appendix A: Standard Provisions for City Personal Services Contracts (Rev. 1/25 [v.2])

Appendix B: Closed Captioning & Translation Services Rate Sheet

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix B

**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

**GRANTEE:**

\*Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer; or

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

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

<<NAME, TITLE>>

Date: \_\_\_\_\_

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

<<NAME, TITLE>>

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Hydee Feldstein Soto  
City Attorney

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

Joshua M. Templet  
Deputy City Attorney

Date: \_\_\_\_\_

**CITY OF LOS ANGELES:**

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

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

Maryam Abbassi  
Assistant General Manager  
Information Technology Agency

Date: \_\_\_\_\_

**ATTEST:**

Petty F. Santos  
Interim City Clerk

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

Date: \_\_\_\_\_



## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>2</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>
<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-24</b>	<b><u>Best Terms</u></b> .....	<b>9</b>
<b>PSC-25</b>	<b><u>Warranty and Responsibility of Contractor</u></b> .....	<b>10</b>
<b>PSC-26</b>	<b><u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u></b> .....	<b>10</b>
<b>PSC-27</b>	<b><u>Child Support Assignment Orders</u></b> .....	<b>10</b>
<b>PSC-28</b>	<b><u>Living Wage Ordinance</u></b> .....	<b>11</b>
<b>PSC-29</b>	<b><u>Service Contractor Worker Retention Ordinance</u></b> .....	<b>11</b>
<b>PSC-30</b>	<b><u>Access and Accommodations</u></b> .....	<b>11</b>
<b>PSC-31</b>	<b><u>Contractor Responsibility Ordinance</u></b> .....	<b>12</b>
<b>PSC-32</b>	<b><u>Business Inclusion Program</u></b> .....	<b>12</b>
<b>PSC-33</b>	<b><u>Slavery Disclosure Ordinance</u></b> .....	<b>12</b>
<b>PSC-34</b>	<b><u>First Source Hiring Ordinance</u></b> .....	<b>12</b>
<b>PSC-35</b>	<b><u>Local Business Preference Ordinance</u></b> .....	<b>12</b>
<b>PSC-36</b>	<b><u>Iran Contracting Act</u></b> .....	<b>12</b>
<b>PSC-37</b>	<b><u>Restrictions on Campaign Contributions in City Elections</u></b> .....	<b>12</b>
<b>PSC-38</b>	<b><u>Contractors' Use of Criminal History for Consideration of Employment Application</u></b> .....	<b>13</b>
<b>PSC-39</b>	<b><u>Limitation of City's Obligation to Make Payment to Contractor</u></b> .....	<b>13</b>
<b>PSC-40</b>	<b><u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u></b> .....	<b>14</b>
<b>PSC-41</b>	<b><u>Compliance with California Public Resources Code Section 5164</u></b> .....	<b>14</b>
<b>PSC-42</b>	<b><u>Possessory Interests Tax</u></b> .....	<b>14</b>
<b>PSC-43</b>	<b><u>Confidentiality</u></b> .....	<b>15</b>
<b>PSC-44</b>	<b><u>Contractor Data Reporting</u></b> .....	<b>15</b>
<b>Exhibit 1</b>	<b><u>Insurance Contractual Requirements</u></b> .....	<b>16</b>



## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **PSC-23. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

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

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake



self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 06/17/2025Agreement/Reference: Closed Captioning Services RFP

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

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**✓ Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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**✓ General Liability** City of LA is required to be named as an additional insured
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000


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**Professional Liability** (Errors and Omissions)
Discovery Period 12 months After Completion of Work or Date of Termination


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**Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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**Pollution Liability**
☐ 12 months After Completion of Work or Date of Termination


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

100% of the contract price

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**Crime Insurance**
Other: Sent to Timothy Jennings @ ITABroker MUST submit insurance through the City's Insurance Compliance System, KwikComply.org


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## **Appendix B:**

### **Closed Captioning & Translation Services Rate Sheet**

Service	Rate for Scheduled Events and Programming	Rates for Unscheduled Events and Emergencies	COMMENTS
Live Captioning	\$120 per hour, prorated to the quarter hour Minimum 1 hour Human Only	Same Rate, Best Efforts	Human Captioning
Offline Captioning	\$4.50 per minute Minimum \$90 Humans Only	N/A	English to English - caption files and captions embedded into video
Transcription Services with Timestamps	\$3.50 per minute Minimum \$70	N/A	English Audio - English Transcription
Translation Services for Offline Captioning	See below for per language rates	N/A	See spreadsheet below
Live, Remote Event Captioning - Spanish to Spanish	\$180 per hour, prorated to the quarter hour Minimum 1 hour Human Only	Same rate, Best Efforts	
Live, Remote Event Captioning - English to Spanish	\$200 per hour, prorated to the quarter hour Minimum 1 hour Human Only	Same rate, Best Efforts	Multiple options are being reviewed at this time. We are committed to choosing the best option for quality, security and continued improvements.
Live English Captioning with Live AI Language Translation	TBD		

OFFLINE TRANSLATION RATES (No Captioning, with or w/o Timestamp - Election Project)			
LANGUAGE	RATE	MINIMUM	
English	\$3.50	\$75.00	
Spanish	\$7.00	\$75.00	
Armenian	\$30.00	\$122.50	
Chinese (Traditional)	\$30.00	\$122.50	
Farsi	\$30.00	\$122.50	
Hindi	\$30.00	\$122.50	
Japanese	\$30.00	\$122.50	
Khmer	\$37.00	\$122.50	
Korean	\$30.00	\$122.50	
Russian	\$30.00	\$122.50	
Tagalog	\$30.00	\$122.50	
Thai	\$30.00	\$122.50	
Vietnamese	\$30.00	\$122.50	
Other languages rates upon request			