


	CITY OF LOS ANGELES	
BOARD OF LIBRARY COMMISSIONERS	CALIFORNIA	LOS ANGELES PUBLIC LIBRARY
		ADMINISTRATIVE OFFICES
BÍCH NGỌC CAO PRESIDENT		RICHARD J. RIORDAN CENTRAL LIBRARY
KATHRYN EIDMANN VICE-PRESIDENT		630 WEST FIFTH STREET LOS ANGELES, CA 90071
ARIANNE EDMONDS DALE FRANZEN JOSEFA SALINAS		(213) 228-7515 Phone (213) 228-7096 TDD (877) 488-4327 TDD (TOLL FREE NO.)
	ERIC GARCETTI	
RAQUEL M. BORDEN BOARD EXECUTIVE ASSISTANT	MAYOR	JOHN F. SZABO CITY LIBRARIAN

March 10, 2022

LIBRARY RESOLUTION NO. 2022-XX (C-XX)

WHEREAS, the Los Angeles Public Library (LIBRARY), has a need for professional LiveScan fingerprinting services on an as-needed basis; and

WHEREAS, Biometrics4ALL, Inc. (CONTRACTOR) is a California Department of Justice (Cal-DOJ) certified provider of LiveScan fingerprinting services with the experience, expertise and the ability to provide fingerprinting services at numerous locations throughout California; and

WHEREAS, the CONTRACTOR is certified by the California Department of Justice (DOJ), and has the experience, expertise and ability to provide LiveScan fingerprinting services to meet the needs of the LIBRARY; and

WHEREAS, on March 10, 2022 the Board of Library Commissioners (BOARD) found, in accordance with Charter Section 371(e)(1) and Los Angeles Administrative Code Section 10.15(a)(1), that competitive bids are not required as the agreement involves consideration at less than \$25,000; and

WHEREAS, on March 10, 2022 the BOARD found, in accordance with Charter Section 372 and Los Angeles Administrative Code Section 10.17, that competitive bids are not practicable nor compatible with the CITY'S interest as the CITY is currently doing business with CONTRACTOR and its services are satisfactory; and

WHEREAS, On March 10, 2022, the BOARD approved the Agreement between the LIBRARY and CONTRACTOR; and

WHEREAS, Funds are available in the LIBRARY'S Contractual Service Account 3040 to compensate CONTRACTOR for services provided in accordance with the Agreement.

Library Resolution
No. 2022-XX (C-XX)
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THEREFORE, RESOLVED, That the BOARD adopts the recommendations and findings of the City Librarian's Board Report and approves an Agreement with Biometrics4All, Inc., to provide LiveScan fingerprinting services for the LIBRARY on an as-needed basis; and

FURTHER RESOLVED, That the City Librarian and City Attorney are authorized to make technical changes, if needed, to the agreement; and

FURTHER RESOLVED, That the BOARD President is authorized to execute the agreement in accordance with CITY policies and guidelines.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

March 10, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF AGREEMENT WITH BIOMETRICS4ALL, INC., FOR
LIVESCAN FINGERPRINTING SERVICES**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (BOARD):

1. Approve the Agreement with Biometrics4ALL, Inc., (CONTRACTOR), substantially in the form on file, for professional LiveScan fingerprinting services on an as-needed basis.
2. Find, in accordance with Charter Section 371(e)(1) and Los Angeles Administrative Code Section 10.15(a)(1), that competitive bids are not required as the agreement involves consideration at less than \$25,000.
3. Find, in accordance with Charter Section 372 and Los Angeles Administrative Code Section 10.17 that competitive bids are not practicable nor compatible with the CITY'S interest as the CITY is currently doing business with CONTRACTOR and its services are satisfactory.
4. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to this Agreement.
5. Authorize the BOARD President to execute this Agreement.
6. Adopt the attached Resolution regarding the approval and execution of the Agreement between the BOARD and CONTRACTOR.

B. FINDINGS:

1. The LIBRARY desires and requires professional LiveScan fingerprinting services so that the backgrounds of all registered performers and volunteers that interact with children can be checked.
2. Library staff is requesting approval to enter into an Agreement with Biometrics4ALL, Inc., a California Department of Justice (Cal-DOJ) certified provider of LiveScan fingerprinting services with extensive

experience and ability to provide LiveScan fingerprinting services at numerous locations throughout California.

3. The CONTRACTOR currently has agreements with the Personnel Department and Recreation and Parks to provide fingerprinting equipment.
4. The term of the proposed agreement will be for one (1) year with two (2) one (1) year renewal options at the sole discretion of the City Librarian. The total cost of the Agreement is proposed to be \$24,969.
5. Funds are available in the Library's Contractual Services Account 3040 to compensate the CONTRACTOR for the services provided in accordance with the Agreement.
6. The Agreement has been reviewed by the City Attorney and is ready to be approved and executed.

Attachment

Prepared by: Heather Smith, Assistant Library Business Manager

Reviewed by: Eva Mitnick, Division Manager
Madeleine M. Rackley, Library Business Manager

BOARD OF LIBRARY
COMMISSIONERS

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

KAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI

MAYOR

LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

March 10, 2022

LIBRARY RESOLUTION NO. 2022-XX (C-XX)

WHEREAS, the Los Angeles Public Library (LIBRARY), has a need for professional LiveScan fingerprinting services on an as-needed basis; and

WHEREAS, Biometrics4ALL, Inc. (CONTRACTOR) is a California Department of Justice (Cal-DOJ) certified provider of LiveScan fingerprinting services with the experience, expertise and the ability to provide fingerprinting services at numerous locations throughout California; and

WHEREAS, the CONTRACTOR is certified by the California Department of Justice (DOJ), and has the experience, expertise and ability to provide LiveScan fingerprinting services to meet the needs of the LIBRARY; and

WHEREAS, on March 10, 2022 the Board of Library Commissioners (BOARD) found, in accordance with Charter Section 371(e)(1) and Los Angeles Administrative Code Section 10.15(a)(1), that competitive bids are not required as the agreement involves consideration at less than \$25,000; and

WHEREAS, on March 10, 2022 the BOARD found, in accordance with Charter Section 372 and Los Angeles Administrative Code Section 10.17, that competitive bids are not practicable nor compatible with the CITY'S interest as the CITY is currently doing business with CONTRACTOR and its services are satisfactory; and

WHEREAS, On March 10, 2022, the BOARD approved the Agreement between the LIBRARY and CONTRACTOR; and

WHEREAS, Funds are available in the LIBRARY'S Contractual Service Account 3040 to compensate CONTRACTOR for services provided in accordance with the Agreement.

THEREFORE, RESOLVED, That the BOARD adopts the recommendations and findings of the City Librarian's Board Report and approves an Agreement with

Biometrics4All, Inc., to provide LiveScan fingerprinting services for the LIBRARY on an as-needed basis; and

FURTHER RESOLVED, That the City Librarian and City Attorney are authorized to make technical changes, if needed, to the agreement; and

FURTHER RESOLVED, That the BOARD President is authorized to execute the agreement in accordance with CITY policies and guidelines.

This is a true copy:

Raquel M. Borden
Commission Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**PERSONAL SERVICES AGREEMENT
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BIOMETRICS4ALL
FOR
LIVE SCAN FINGERPRINTING SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through its Board of Library Commissioners ("hereinafter referred to as "BOARD" or "LIBRARY"), and Biometrics4ALL, Inc. (hereinafter referred to as "CONTRACTOR"), a California corporation. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, LIBRARY desires and requires professional Live Scan fingerprinting services on an as-needed basis; and

WHEREAS, CONTRACTOR is a California Department of Justice (Cal-DOJ) certified provider of Live Scan fingerprinting services with the experience, expertise and the ability to provide fingerprinting services at numerous locations throughout California in accordance with this Agreement; and

WHEREAS, on March 10, 2022 the BOARD found, in accordance with Charter Section 371(e)(1) and Los Angeles Administrative Code Section 10.15(a)(1), that competitive bids are not required as the agreement involves consideration at less than \$25,000; and

WHEREAS, on March 10, 2022 the BOARD found, in accordance with Charter Section 372 and Los Angeles Administrative Code Section 10.17, that competitive bids are not practicable nor compatible with the CITY'S interest as the CITY is currently doing business with CONTRACTOR and its services are satisfactory; and

WHEREAS, On March 10, 2022, the BOARD approved an Agreement with CONTRACTOR to provide Live Scan fingerprinting services on as as-needed basis for a term of one (1) year with two (2) one (1) year options to renew at the sole discretion of the City Librarian, and a total agreement ceiling of \$24,969; and

WHEREAS, Funds are available to compensate CONTRACTOR for the services provided in accordance with this Agreement:

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1.0 DOCUMENTS

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- 1.1 This Agreement.
- 1.2 Standard Provisions for City Agreements (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- 1.3 CONTRACTOR's Statement of Work and Rate Schedule attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- 1.4 Confidentiality Agreement, which is attached hereto and incorporated herein by reference hereinafter as Exhibit C and referenced in Section 17 ("Confidentiality") of this Agreement.

The above Exhibits are on file with LIBRARY's Board Office, and each of the Parties hereto agrees to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE

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. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 This Agreement.
- 2.2 Standard Provisions for City Agreements (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- 2.3 CONTRACTOR's Statement of Work and Rate Schedule attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- 2.4 Confidentiality Agreement, which is attached hereto and incorporated herein by reference hereinafter as Exhibit C and referenced in Section 17 ("Confidentiality") of this Agreement.

3.0 SERVICES TO BE PROVIDED

Upon execution of the Agreement, CONTRACTOR will be required to provide the services described in Exhibit B of this Agreement and further described as follows:

- 3.1 Provide full Live Scan fingerprinting services for LIBRARY at the level of Tier-0 (No Annual Minimum Commitment):

- A. Create an online Live Scan Fingerprinting Service portal, which allows LIBRARY full access to secure acquisition, storage, transmission and retrieval of sensitive data, primarily fingerprinted records.
 - B. Provide a web link that LIBRARY will give to its applicants that will allow applicants to initiate a transaction, fill out necessary forms, select a Live Scan location, make an appointment, print forms, obtain driving directions, and receive appointment reminders.
 - C. At the Live Scan locations, confirm the identify of applicants, roll fingerprints, and submit data securely to the Department of Justice (DOJ).
- 3.2** Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested by LIBRARY.

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be applicable and required by the Standard Provisions for City Agreements (Rev. 10/21 [V.4]) (Exhibit A).

5.0 TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year with two (2) one (1) year options to renew at the sole discretion of the City Librarian or designee. The initial term shall begin upon the date of execution of this Agreement.

6.0 LIBRARY RESPONSIBILITY

There is no minimum amount of services guaranteed to be provided by LIBRARY in this Agreement.

7.0 COMPENSATION

LIBRARY will pay CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$8,323 annually based on the rates specified in Exhibit B ("Statement of Work and Rate Schedule") of this Agreement. The total compensation shall not exceed \$24,969.

LIBRARY's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If LIBRARY appropriates additional funds for this Agreement, LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed.

8.0 BILLING AND INVOICES

8.1 CONTRACTOR shall submit itemized invoices to LIBRARY, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of LIBRARY management, which shall not be unreasonably withheld.

- 8.2 To ensure that services provided under personal services agreements are measured against services as detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. CONTRACTOR is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- A. Name and address of CONTRACTOR
 - B. Name and address of City Department being billed (Library Department)
 - C. Date of invoice and period covered
 - D. Agreement Number or Authority Number
 - E. Description of completed task and amount due for task
 - F. Remittance address
- 8.3 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. Invoices shall be submitted to the LIBRARY by CONTRACTOR within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 13.0 ("Agreement Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY's Representative shall inform CONTRACTOR of any defect within ten (10) business days of receipt of the invoice from CONTRACTOR, and CONTRACTOR shall have five (5) business days to provide a corrected invoice to the LIBRARY. Satisfactory invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
- 8.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The LIBRARY will not compensate CONTRACTOR for costs incurred in invoice preparation. The LIBRARY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The LIBRARY reserves the right to request additional supporting documentation to substantiate costs at any time.

Invoices shall be submitted via hard copy to:

Los Angeles Public Library
Attention: Business Office (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

Or via electronic mail to the Library Representative listed in Section 13.0 ("Contract Representatives") of this Agreement.

8.5 Failure to adhere to these procedures 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 approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding Section 5.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the other Party. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

10.0 OWNERSHIP

All documents and records (hereinafter collectively referred to as "documents") provided by LIBRARY to CONTRACTOR shall remain the property of LIBRARY and must be returned to LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this section shall survive the termination of this Agreement.

11.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

12.0 DISCLOSURE INFORMATION

12.1 All documents and information provided to CONTRACTOR by LIBRARY are confidential. All materials are to be considered confidential. CONTRACTOR agrees not to provide documents or materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the LIBRARY or as required by law. CONTRACTOR shall immediately notify the Library Representative identified in Section 13.0 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

12.2 The provisions of this section survive termination of this Agreement.

13.0 CONTRACT REPRESENTATIVES

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

LIBRARY and CONTRACTOR shall notify, in writing, the other Party of any changes in the following information within five (5) working days of such change.

CONTRACTOR'S REPRESENTATIVE

Firm: Biometrics4ALL, Inc.
Name: Edward Chen
Title: President/CEO
Address: 18300 Von Karman Ave, STE 700, Irvine, CA 92612
Phone: 714-568-9888
Email: contracts@biometrics4all.com

LIBRARY'S REPRESENTATIVE

Name: Eva Mitnick
Title: Division Librarian
Address: 630 W. 5th Street, Los Angeles CA 90071
Office: 213-228-7311
Email: emitnick@lapl.org

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 will be deemed communicated as the date of mailing.

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

14.0 INDEPENDENT CONTRACTOR

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

15.0 RETENTION OF RECORDS

Except as otherwise expressly directed by CITY, CONTRACTOR shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by CITY. These records must be retained for a period of no less than forty-eight (48) months following final payment made by CITY hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by CITY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by CITY regarding performance of the Agreement.

16.0 NO THIRD-PARTY BENEFICIARIES

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

17.0 CONFIDENTIALITY

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

CONTRACTOR agrees that both during and after the term of this Agreement, CITY'S confidential information shall be considered and kept as the private and privileged records of CITY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of CITY.

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

18.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

CONTRACTOR shall refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY'S Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

19.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

CONTRACTOR will ensure that the requirements of Section 17.0 ("Confidentiality") and 18.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

20.0 CONTINUED REQUIREMENTS

The requirements of Section 17.0 ("Confidentiality"), 18.0 ("Contractor's Interaction with the Media"), and 19.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

21.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. LIBRARY retains the right to engage the services of and purchase materials from other CONTRACTORS during the term of this Agreement and therefore, LIBRARY cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

22.0 BORDER WALL BID DISCLOSURE

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

23.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
EDWARD CHEN
President/CEO
Biometrics4ALL, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BIOMETRICS4ALL**

Exhibit B – Statement of Work and Rate Schedule

Unless Tier 0 is selected, Client commits to process a minimum quantity of transactions on ApplicantServices.com each calendar year based on the Selected Tier pricing in Table A (Fee Schedule), hereon referred to as “Annual Minimum Commitment”*. Upon each contract extension or renewal, Client may select a different Price Tier/Annual Minimum Commitment from the Fee Schedule below for the calendar year and email the commitment to contracts@biometrics4all.com. With the exception to Tier 0, Client is financially obligated to the selected Tier’s Annual Minimum Commitment. In the event the Client fails to purchase the Annual Minimum Commitment in the Client selected tier for the prior year, Client is obligated to pay the difference as a Gap Credit by the 30th of January of the year. This Gap Credit automatically expires on February 1st of each year and will be applied automatically towards January usage. Transactions paid by the Gap Credit do not count towards the Annual Minimum Commitment count for the year. Biometrics4ALL will consolidate the selected Tier fees with all government, regulatory, and merchant fees and invoice the Client on the 1st of every month for the services rendered in the previous month. An online Live Scan Fingerprint Service portal will be created for the Client, which allows applicant agency full access to secure acquisition, storage, transmission and retrieval of sensitive data, primarily fingerprinted records.

Client’s Agreement Commencement Tier Selection: Tier 0

a. Table A: Fee Schedule (Excludes All Government, Regulatory, and Merchant Fees) ***

Type	Description of Service	By Outsourced Live Scan Services	By Client with Purchased Biometrics4ALL Live Scan
Tier 0 – No Annual Minimum Commitment			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$29.00	\$17.00

Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00
Tier 1 – Annual Minimum Commitment: 180 Transactions			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$27.00	\$15.00
Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00
Tier 2 – Annual Minimum Commitment: 500 Transactions			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$25.00	\$13.00
Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00
Tier 3 – Annual Minimum Commitment: 2,500 Transactions			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$23.00	\$11.50
Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00
Tier 4 – Annual Minimum Commitment: 5,000 Transactions			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$20.00	\$10.00
Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00
Tier 5 – Annual Minimum Commitment: 10,000 Transactions			
First Print Submission	ApplicantServices.com Platform without CHRI hosting	\$18.00	\$8.00
Second Print Submission	Rejected by receiving agency	\$0.00	\$0.00

***** Fees are per transaction rate and \$2 Merchant Services Module applies when Applicant pays online and “Annual Minimum Commitment” does not apply to Tier 0.**



ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

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

____ **Crime Insurance** _____

Other: _____

Exhibit C

City of Los Angeles Confidentiality Agreement

I understand that my employer, _____, (hereinafter referred to as “Contractor”), has entered into a contract (hereinafter referred to as the “Agreement”) with the City of Los Angeles, acting by and through its Board of Library Commissioners (hereinafter “City” or “Library”), to provide various services to the Library.

I will provide temporary services to the Library and as part of these services I will have access to confidential information. “Confidential Information” includes all data, records, documents, audio or visual recordings, 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 Library pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by the City, or accessed or reviewed by me during the performance of this assignment will remain the property of the City.

I agree to use Confidential Information solely in connection with providing services to the City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made through the Contractor and approved by the City.

I agree to promptly notify the City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting confidentiality and maintaining the security of all Confidential Information and any other Library information in my possession. I agree to use the same standard of care to protect City’s Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable

standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Information has been returned or destroyed.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself, Contractor and/or City, 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 and intent 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.

Print Contractor Name

Print Contractor Representative Name

Print Contractor Representative Title

Contractor Representative Signature

Date

Print Employee Name

Print Employee Title

Employee Signature

Date

Print Agreement Number

