

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 24, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF CONTRACT TO BIOMETRICS4ALL, INC., TO PROVIDE LIVE SCAN FINGERPRINTING SERVICES ON AN AS-NEEDED BASIS**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Award a contract, substantially in the form on file in the Board Office, to Biometrics4ALL, Inc., (Biometrics) to provide Live Scan fingerprinting services on an as-needed basis.
2. Find, in accordance with Charter Section 1022, that it is more feasible to have this work performed by an independent contractor than by City employees.
3. Find, that the Library is able to enter into a contract with Biometrics4All, Inc., pursuant to Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8) as the contract is based on the Los Angeles Unified School District (LAUSD) Contract No. 4400012866, which is current and in effect, and meets the needs of the Library.
4. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contract.
5. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
6. Adopt the attached Resolution regarding the award and execution of the contract with Biometrics to provide Live Scan fingerprinting services on an as-needed basis.

B. BACKGROUND:

1. The Library requires professional and specialized Live Scan fingerprinting services to check the backgrounds of Library volunteers.
2. The LAUSD recently executed a five-year contract with Biometrics to provide Live Scan fingerprinting services which will expire on May 31, 2029.

3. Library staff is requesting approval from the Board to enter into a contract with Biometrics, a California Department of Justice (Cal-DOJ) certified provider of Live Scan fingerprinting services, based on the current contract between LAUSD and Biometrics.
4. Biometrics has the extensive experience, expertise and ability to provide Live Scan fingerprinting service at numerous locations throughout California in accordance with the proposed contract.
5. The Library does not have staff with sufficient qualifications and experience to provide the professional and specialized services. Therefore, in accordance with Charter Section 1022, it is more feasible to have the work performed by an independent contractor than by City employees.
6. The term of the proposed contract will be for three years. No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.
7. Staff will ensure that the required compliance documents are completed and submitted prior to the execution of the contract. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Eva Mitnick, Division Librarian

Prepared by: Claudia Aguilar, Senior Management Analyst
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

October 24, 2024

LIBRARY RESOLUTION NO. 2024-__ (C-__)

WHEREAS, the Library requires professional and specialized Live Scan fingerprinting services to check the backgrounds of Library volunteers .

WHEREAS, Biometrics4ALL, Inc., (Contractor) is a California Department of Justice (Cal-DOJ) certified provider of Live Scan Fingerprinting services with the experience, expertise and ability to provide fingerprinting services at numerous locations throughout California in accordance with this Contract; and

WHEREAS, on October 24, 2024, the Board approved the award and execution of a contract with the Contractor to provide Live Scan fingerprinting services for a period of three years to be performed on an as-needed basis.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the award and execution of a contract with the Contractor to provide Live Scan fingerprinting services for a period of three-years to be performed on an as-needed basis; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contract.

This is a true copy:

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BIOMETRICS4ALL, INC.
TO PROVIDE
LIVE SCAN FINGERPRINTING SERVICES**

This Contract is entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Board of Library Commissioners ("Board" or "Library"), and Biometrics4ALL, Inc. ("Contractor"). The Library and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Library requires professional and specialized Live Scan fingerprinting services to check the backgrounds of Library volunteers.

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

WHEREAS, on October 24, 2024, the Board approved the award and execution of a contract with the Contractor to provide Live Scan fingerprinting services for a period of three years to be performed on an as-needed basis.

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

1.0 DOCUMENTS

This Contract shall be composed of the following documents:

1.1 The Contract.

1.2 Standard Provisions for City Contracts (Rev. 6/24 [v.1]) (Exhibit A).

2.0 ORDER OF PRECEDENCE

This Contract contains the full and complete Contract 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 Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

2.1 The Contract.

2.2 Standard Provisions for City Contracts (Rev. 6/24 [v.1]) (Exhibit A).

3.0 DEFINITIONS

As used in this Agreement, capitalized terms will have the meanings set forth in this Article 3.

- a. **“Affiliate”** means any entity controlled by, controlling, or under common control with, a party, where “control” means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.
- b. **“Charges”** means the amounts payable to Contractor by LIBRARY as payment in full for Services provided. All Charges will be in U.S. Dollars.
- c. **“Confidential Information”** means any and all confidential information of LIBRARY and/or LIBRARY’s employees or students and includes, but is not limited to, Personally Identifiable Information, LIBRARY Data, all LIBRARY student records and personnel records, and the minutes of any and all meetings between Contractor and LIBRARY regarding this Agreement or the Services. Except to the extent that LIBRARY is nonetheless required to maintain applicable information or data as confidential, Confidential Information excludes: (i) information independently developed by Contractor for a party other than LIBRARY without the use of confidential information of LIBRARY; (ii) information that is or becomes publicly known through no wrongful act of Contractor or of any third party; and (iii) any information obtained by Contractor without an obligation of confidentiality from a third party who did not receive it directly or indirectly from LIBRARY.
- d. **“Contractor Off-The-Shelf Software”** means any software used to provide the Services that is available off-the-shelf software owned by Contractor or a third party, which Contractor makes available for licensing by end users and which does not result, in whole or in part, from development or customization efforts under this Agreement. Contractor Off-The-Shelf Software will include any and all bug fixes and other nonmaterial revisions to Contractor Off-The-Shelf Software.
- e. **“Contractor Customized Software”** means any software used to provide the Services that is owned by Contractor or third parties, but which is customized or otherwise modified by Contractor pursuant to the terms of the Agreement for use by LIBRARY. **“Customizations”** means those features, functions, interfaces or other aspects of the Contractor Customized Software that have been specifically developed or customized for Library. Contractor Customized Software will include any and all bug fixes and other nonmaterial revisions to Contractor Customized Software, regardless of whether Library has funded such bug fixes or other revisions.
- f. **“Contractor Personnel”** means Contractor’s employees, agents, contractors, and subcontractors (as well as any employees, agents, contractors, or subcontractors of those contractors or subcontractors) performing the Services.

- g. “**Contractor Personnel**” means Contractor’s employees, agents, contractors, and subcontractors (as well as any employees, agents, contractors, or subcontractors of those contractors or subcontractors) performing the Services.
- h. “**Deliverable**” means a deliverable to be delivered or provided by Contractor under this Agreement, and may be Contractor Off-The-Shelf Software, Contractor Customized Software, Work Product, Documentation, Code Documentation or any other items identified for delivery in this Agreement. “**System Deliverables**” are those software and software-related Deliverables that Contractor will deliver to Library under this Agreement and that require installation or operation in connection with or following such delivery.
- i. “**Documentation**” means all operator guides, operating procedures (including any special year-end procedures), user manuals, training aides, installation guides, testing criteria, functional and detailed specifications and other technical documents with respect to a Deliverable or any portion or component thereof. “**Code Documentation**” is a specific type of Documentation (sometimes described as “internal software code”) comprising the written text that accompanies computer software source code, describing the functionality incorporated in the source code, its data structure, algorithms and application program interfaces, and explaining how the computer software performs its functions.
- j. “**Key Contractor Personnel**” has the meaning given in Section 6.3.
- k. “**LIBRARY Data**” means information (regardless of format) entered into software or equipment by or on behalf of LIBRARY, as well as information derived from this information.
- l. “**LIBRARY Information**” means all information, in any form, furnished or made available directly or indirectly to Contractor by LIBRARY or otherwise obtained by Contractor from or on behalf of LIBRARY, including: (i) all information of LIBRARY or any LIBRARY Affiliates to which Contractor has had or will have access, whether in oral, written, graphic or machine-readable form; (ii) all Work Product; and (iii) all Confidential Information.
- m. “**Personally Identifiable Information**” means any nonpublic information that can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.
- n. “**Services**” means services to be performed under this Agreement.
- o. “**Term**” means the term of this Agreement described in Section 14.

- p. **“Virus”** means any computer virus or other “contaminant,” including any codes or instructions that are designed to (or permit or enable anyone to) inappropriately access, modify, delete, damage or disable any aspect of the LIBRARY information technology environment.
- q. **“Work Product”** means any tangible or intangible work product that is a literary or other work of authorship made specifically for and delivered to Library by Contractor as part of the Services, either solely or jointly with others, including by independent contractors, Contractor’s employees or agents. Work Product shall include Documentation, where such Documentation is made specifically for Library. Notwithstanding anything herein to the contrary, nothing shall waive or otherwise impair Library’s, Contractor’s or a third-party’s ownership of or other rights in any portions of Work Product, data, information or other intellectual capital, developed or acquired prior to or otherwise developed independent of this Agreement, or derivatives thereof (collectively, the **“Pre-Existing Items”**). No party shall gain any ownership rights in the other party’s Pre-Existing Items or any derivative works thereof.

4.0 SERVICES – GENERAL

- 4.1 Resources. Except as otherwise expressly provided this Agreement, Contractor will be responsible for providing all facilities, personnel, equipment and other resources necessary to provide the Services.
- 4.2 Licenses and Permits. Contractor will be responsible for obtaining, at Contractor’s cost, all applicable licenses, authorizations and permits required of Contractor to perform the Services. Contractor will pay all fees and taxes associated with such licenses, authorizations and permits.
- 4.3 Certification Regarding Debarment, Suspension or Ineligibility for Award.
 - a. By signing this Agreement, Contractor certifies that Contractor and any of its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency; and
 - ii. Have not, within the three-year period preceding the Effective Date, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- b. It shall be a material breach of this Agreement if, at any time during the Term hereof, Contractor shall be: debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency; or, convicted of or have a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

5.0 EQUIPMENT, FACILITIES, SERVICE LOCATIONS

5.1 Equipment

- a. The terms of this Section 5.1 shall only apply to the extent that Contractor provides or maintains equipment and tools in order to provide the Services.
- b. Except as otherwise specified in this Agreement, each party will be responsible for providing and maintaining its own equipment and tools, and Contractor will be responsible for providing all equipment and tools necessary to provide the Services.
- c. If LIBRARY shall make available to Contractor any computer, communications or other equipment owned or leased by LIBRARY, Contractor shall: (i) use such equipment for the sole purpose of providing the Services and shall not use such equipment to provide services to or for the benefit of any third party; (ii) comply with any directions from LIBRARY concerning the use and location of such equipment; and (iii) return such equipment to LIBRARY, upon LIBRARY's request or upon termination or expiration of this Agreement, in the same condition it was in when delivered or provided to Contractor, ordinary wear and tear excepted.

5.2 Facilities

- a. The terms of this Section 5.2 shall only apply to the extent that Contractor is responsible for providing (i) a facility in order to provide or perform Services, or (ii) a data center for the hosting of applications or the storage of LIBRARY Data.
- b. Except as specifically set forth in this Agreement, Contractor will be responsible for providing all space and equipment necessary to provide the Services at its own or other facilities.
- c. Contractor shall host LIBRARY Data in data centers located in the United States and will not export or send LIBRARY Data outside of the United States without the prior written approval of LIBRARY's [Chief Information Officer and Contract Administration Analyst]. With respect to any Contractor data center from which applications are hosted by Contractor on LIBRARY's behalf or at which LIBRARY Data is stored, Contractor shall establish and maintain

proper and adequate facilities, equipment and supplies, and a properly trained and adequate staff, including necessary management and support staff. Such data center shall operate twenty-four (24) hours per day, seven (7) days per week.

- d. Throughout the Term, Contractor shall maintain physical and logistical security measures and safeguards at Contractor facilities and data centers (including security measures and safeguards specific to those areas of the facilities that are partitioned from the rest of the facilities and dedicated to the provision of the Services) to guard against the destruction, loss, alteration, or unauthorized access of any LIBRARY property or LIBRARY Data that is maintained or stored at such facilities and data centers.
- e. The security measures and safeguards maintained at Contractor facilities and data centers shall be no less rigorous than the most rigorous of the following standards: (i) those maintained by LIBRARY as of the Effective Date at similar LIBRARY facilities and data centers; (ii) those maintained by Contractor for its other facilities and data centers; or (iii) industry standards for similar facilities and data centers. Such security measures shall include at a minimum:
 - i. With respect to any Contractor data center at which LIBRARY Data is stored, providing security guards and technical support engineers on a 24x7 basis and maintaining access controls which include, at a minimum (1) restricting access to the data center and any portions of the data center containing LIBRARY Data, and (2) monitoring and logging access to the data center.
 - ii. With respect to any Contractor facilities at which the Services are performed, maintaining access controls to such facilities (particularly with respect to the areas of such facilities from which the Services are performed or Confidential Information is stored), which controls will include, at a minimum (1) inspecting identification and allowing only authorized personnel to enter such facilities, (2) monitoring and logging access to such facilities, (3) utilizing equipment that does not allow for the physical download of Confidential Information (e.g., computers with disabled USB drives and/or CD burners and disk drives without removable disks), and (4) printing hard copy only as necessary to perform the Services, providing LIBRARY with reasonable access to print logs maintained by Contractor, and maintaining policies requiring the shredding of documents and prohibiting the removal of hard copies from the applicable secured areas of Contractor's facilities.

6.0 PERSONNEL

6.1 Qualification and Requirements of Contractor Personnel

- a. Contractor will assign an adequate number of Contractor Personnel to perform the Services. Contractor Personnel shall be properly educated, trained, and fully qualified to perform the Services. Contractor will not charge Library for the costs of training such Contractor Personnel, including the time necessary for such Contractor Personnel to become familiar with Library's operations.
- b. Contractor shall comply and shall require all Contractor Personnel to comply with the LIBRARY Information Security Policies.
- c. All Contractor Personnel shall be required to execute a confidentiality agreement with Contractor that includes terms at least as restrictive as the terms in this Agreement and in any confidentiality agreement between Contractor and Library, and such other terms as may be imposed by law on Library and its contractors.
- d. Contractor shall use commercially reasonable efforts to prevent the transfer, reassignment, or replacement of Contractor Personnel assigned to perform the Services so as to maintain continuity in the performance of the Services. Contractor will provide a semi-annual report of turnover for Contractor Personnel assigned to perform the Services, and will work to reduce the turnover rate. Contractor will ensure that all replacement personnel receive sufficient information and training, without additional charge to Library, to assure continuity of Services without adverse impact. Contractor will take steps to keep the turnover rate at a level reasonably acceptable to Library.

6.2 Right to Reject Contractor Personnel

Library shall have the right to accept or reject assignment of any Contractor Personnel. In the event that LIBRARY determines in good faith that the continued assignment to LIBRARY's account of any of the Contractor Personnel is adversely affecting LIBRARY, then LIBRARY will give Contractor written notice to that effect. Promptly after receipt of such notice, Contractor will use commercially reasonable efforts to resolve any problems with the relevant Contractor Personnel. If, following such efforts, LIBRARY requests replacement of the relevant Contractor Personnel, Contractor will replace the relevant Contractor Personnel with Contractor Personnel of equal or greater ability and qualifications as expeditiously as possible. Notwithstanding the foregoing, in the event that LIBRARY in good faith requests the immediate removal of any of the Contractor Personnel from the LIBRARY account, Contractor shall immediately remove such person from the LIBRARY account and at no charge to LIBRARY and promptly replace such person with another person of equal or greater ability and qualifications.

6.3 Key Contractor Positions

The key personnel assigned to perform the Services and their respective roles are identified herein (the "Key Contractor Personnel"). Contractor shall not change any Key Contractor Personnel or reassign any of the Key Contractor Personnel to other projects without Library's prior written approval and until a satisfactory replacement has been approved by Library in its sole discretion. Contractor shall submit to Library written documentation of the qualifications for a proposed replacement to any of the Key Contractor Personnel.

7.0 **SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS**

7.1 Software Generally

Except as otherwise specified in this Agreement, each party will be responsible for providing and maintaining its own software, and Contractor will be responsible for providing all software necessary to provide the Services.

7.2 Contractor Software and Other Intellectual Property

- a. This Agreement will identify any Contractor Off-The-Shelf Software that will be used to provide the Services, and Contractor Off-The-Shelf Software (together with any applicable Documentation) shall be provided under the terms of Contractor's standard license agreement for such software. Contractor shall install, operate, update, and maintain at its expense any Contractor Off-The-Shelf Software needed to provide the Services.
- b. Pursuant to the terms of this Agreement, Contractor shall grant to Library with respect to all Contractor Off-The-Shelf Software, Contractor Customized Software, and any Documentation owned by Contractor or a third party, a nonexclusive, worldwide, perpetual, royalty free, fully paid license permitting Library internal use of such Contractor Off-The-Shelf Software, Contractor Customized Software, and Documentation, which license shall, at Library's option, be transferable to any Affiliate of Library. As used in this Section, "internal use" shall include use of the Contractor Off-The-Shelf Software and Contractor Customized Software on any or all central processing units at any or all locations owned or leased by Library, any locations used by independent agents who contract with Library, or any locations used by Library employees or Library subcontractors. Contractor shall also provide Library with any nonproprietary software (including Code Documentation therefor) utilized by Contractor to develop any System Deliverable.
- c. Unless specifically set forth under the terms of this Agreement, Library shall not be subject to any upgrade, maintenance, transfer, or other fees based upon Library's use of any Contractor Off-The-Shelf Software or Contractor Customized Software.
- d. To the extent that LIBRARY's use of any Contractor Off-The-Shelf Software, Contractor Customized Software, Contractor Pre-Existing Items or Work Product would constitute an infringement of any

patent, know-how, trade secret or other proprietary rights of Contractor or any third-party licensor of Contractor, Contractor further grants and agrees to grant to Library a nonexclusive, worldwide, perpetual, royalty free, fully paid license (or, if applicable, sublicense) to such patents, know-how, trade secrets or other proprietary rights, to the extent necessary to permit Library to make full use of the Contractor Off-The-Shelf Software, Contractor Customized Software, Contractor Pre-Existing Items or Work Product as set forth herein.

8.0 **AUDITS**

8.1 Audit Rights

- a. Contractor shall maintain, and Library shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient, at a minimum, to the extent permitted or required by any laws and regulations applicable to LIBRARY or Contractor, to (i) with respect to Services or Deliverables supplied on a cost or cost-plus basis, properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement; (ii) with respect to Services performed on an hourly basis, properly reflect the hours billed; (iii) to the extent Contractor is performing operations involving LIBRARY Data, verify the integrity of LIBRARY Data and examine the systems that process, store, support and transmit that data; (iv) examine and verify Contractor's disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) review other areas of performance as set forth in the this, including any royalties due under Section Error! Reference source not found. hereof.
- b. Contractor shall make said evidence (or to the extent accepted by Library, photographs, micro-photographs or other authentic reproductions thereof) available to Library at Library's or Contractor's offices (to be specified by Library) upon reasonable notice and without charge to Library. Said evidence shall be provided to Library within five (5) working days after a written request from Library. Contractor shall, at no cost to Library, furnish reasonable assistance for such examination/audit. Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or, if this Agreement is terminated in whole or in part, until 3 years after the final Agreement close-out. Library's rights under this section shall also include access to Contractor's offices for the purpose of interviewing Contractor's employees who might reasonably have information related to such records.

- c. Any information provided on machine-readable media shall be provided in a format accessible and readable by Library. Contractor's failure to timely provide records or access shall preclude Contractor from receiving any payment due under the terms of this Agreement until such records or access are provided to Library. Contractor shall also be responsible for ensuring that it obtains and maintains sufficient information and records to permit Library to evaluate the performance of Contractor's subcontractors and suppliers in accordance with the requirements of this section.

8.2 Audit Follow-Up

Contractor shall meet to review each audit report promptly after the issuance thereof at the request of LIBRARY to mutually agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes suggested by the audit report. If an audit reveals an overcharge, Contractor will promptly refund such overcharge (net of any undercharges).

8.3 Records Retention

Until (a) the later of five (5) years after the expiration or termination of this Agreement or five (5) years from Library's last payment for specific goods or services under this Agreement; or (b) if pending matters relating to this Agreement (e.g., disputes) are open as of such date, the date such pending matters are closed, Contractor will maintain and provide access upon request to the records, documents and other information required to meet LIBRARY's audit rights under this Agreement.

9.0 CHARGES

9.1 Taxes

- a. Each party shall pay any real property taxes or personal property taxes on property it either owns or leases from a third party or any other taxes, fees or costs related to equipment or the lease of equipment.
- b. Contractor shall pay any sales, use, excise, transfer, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Contractor in connection with the Services. As part of the Charges, LIBRARY shall pay when due any sales, use, excise, value-added, services, consumption and other taxes and duties imposed on its acquisition of goods and Services from Contractor. LIBRARY shall withhold taxes as required by law and any such withholding shall reduce the payment otherwise required to be made to Contractor. Contractor shall be responsible for properly calculating and invoicing applicable taxes on the Services. Interest and penalties imposed with regard to taxes shall be borne by the same party who bears the responsibility for remitting the tax.
- c. The parties shall cooperate to determine accurately their respective tax liabilities and to reduce such liabilities to the extent permitted by law. Contractor invoices to LIBRARY shall separately state the

amount of any taxes Contractor is collecting from LIBRARY. Each party shall provide to the other any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of equipment and services, and such other similar information as the other party may reasonably request.

10.0 DATA AND INFORMATION

10.1 Public Records

This Agreement is subject to the California Public Records Act. Those elements of any document provided to Library that are Contractor trade secrets, as defined in Cal. Civil Code §3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY" may be protected from disclosure; provided, however, that if disclosure is deemed to be required by law or by court order then Library shall not in any way be responsible or liable (to Contractor or to any third party) for any disclosure made under the California Public Records Act, including any disclosure of Contractor documents marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." In addition, Library shall have no obligation to resist any disclosure deemed to be required by law or by court order.

10.2 Ownership

- a. Confidential Information (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of LIBRARY or its licensors, employees, or students, as applicable. Contractor will not possess or assert any lien or other right against or to Confidential Information. No Confidential Information, or any part thereof (including any LIBRARY Data), will be sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited by or on behalf of Contractor, its employees or agents.
- b. During the course and scope of its services hereunder, Contractor may gain knowledge of or have access to Confidential Information, or otherwise have Confidential Information disclosed to it. Contractor understands that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and Contractor and the Contractor Personnel will use Confidential Information for no other purpose. Contractor agrees that neither it nor the Contractor Personnel shall, directly or indirectly, disclose or distribute any Confidential Information to any third party or use Confidential Information for the benefit of itself or any third party without LIBRARY's prior written consent. Contractor will disclose Confidential Information only to Contractor Personnel with a need to access such information as a necessary part of the performance of the Services.
- c. Contractor acknowledges and agrees that LIBRARY Data includes confidential student and employee information that is protected by applicable laws and standards, including FERPA and HIPAA.

Contractor Personnel may, by nature of the Services, have the ability to defeat security provisions on LIBRARY devices and may, by the nature of their work, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. Contractor therefore agrees to use its best efforts to avoid unnecessary exposure by Contractor Personnel to Confidential Information. Contractor further agrees to comply, and agrees to require Contractor Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any LIBRARY Data embodied therein. Contractor agrees to inform LIBRARY whenever access is sought by Contractor or Contractor Personnel to student or employee data files.

- d. In the event the Contractor needs to have access to Confidential Information of students, Contract agrees to further comply with the requirements of California Education Code section 49073.1. Contractor agrees to inform LIBRARY whenever access is sought by Contractor or Contractor Personnel to student or employee data files.
- e. Upon request, Contractor will propose, for LIBRARY review and approval, policies and procedures for informing Contractor Personnel of restrictions regarding access to and use of Confidential Information and for monitoring compliance with such restrictions and with the terms of this Article 10.
- f. Contractor will cooperate, and will cause Contractor Personnel to cooperate, fully in resolving any actual or suspected acquisition or misuse of Confidential Information.
- g. Data Privacy
If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code sections 22580 through 22585 (notwithstanding statute operative dates), and LIBRARY policy as follows:
 - i. Contractor shall not (a) knowingly engage in targeted advertising on the Contractor's site, service or application to Library students or their parents or legal guardians; (b) use a student's personally identifiable information ("PII") or other non-public information (e.g., metadata) to amass a profile about a Library student; (c) sell information, including PII; or (d) disclose PII without the Library's written permission.
 - ii. Contractor will store and process LIBRARY Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized

access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic Library data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communications over the internet and encrypted in transit using cryptographic protocol TLS 1.2 or greater and encrypted at rest using a key no less than 128 bits in length.

- iii. Contractor shall delete a student's covered information upon request of the Library.

10.3 Return of Data

At no cost to LIBRARY, Contractor shall upon (a) request by LIBRARY at any time, and (b) upon termination or expiration of this Agreement, promptly return to LIBRARY, in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in Contractor's possession or control and shall permanently delete any electronic copies of any such Confidential Information.

10.4 Security

- a. Contractor and Contractor Personnel will comply with the LIBRARY Information Security Policies.
- b. Contractor shall take appropriate security measures to protect the confidentiality, integrity, and availability of Confidential Information that it creates, receives, maintains, or transmits on behalf of the Library and to prevent any use or disclosure of Confidential Information other than as provided by the Agreement. Appropriate security measures include, but are not limited to, the implementation of the best practices as specified by the ISO 27001/2, NIST, or similar security industry guidelines. Contractor shall provide, upon the Library's request, evidentiary documentation of Contractor's current implementation of information security practices.
- c. In addition to the restrictions applicable to other Confidential Information, LIBRARY Data will be stored separately from Contractor's property or any property or data of third parties and will not be comingled with Contractor's or any third party's data. Contractor will utilize commercially reasonable efforts, including the use of systems security measures, to guard against the unauthorized access, alteration, reassurance or corruption of LIBRARY Data. Such measures will include the use of software that (i) requires all users to enter a unique role-based user identification and password before gaining access to the information systems; (ii) controls and tracks the addition and deletion of users; (iii) controls

and tracks user access to areas and features of the information system; and (iv) requires all users to have a need-to-know and need-to-use.

10.5 Unauthorized Uses and Disclosures

Without limiting Library's other rights in respect of a breach of this Article 10, Contractor will:

- a. promptly notify Library of any unauthorized possession, use, knowledge, or attempted possession, use, or knowledge of Confidential information by any person or entity that may become known to Contractor;
- b. promptly furnish Library with full details of the unauthorized possession, use, or knowledge, or attempt thereof, and assist Library in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information;
- c. cooperate with Library in any litigation or investigation against third parties deemed necessary by Library to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services; and
- d. use diligent efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge, or attempt thereof, of Library's Confidential Information.

10.6 Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures

Contractor will comply with the following obligations in connection with the use or disclosure of Personally Identifiable Information that is not expressly permitted by this Agreement, and that takes place while such information is in the custody or control of Contractor or a Contractor Agent (a "Security Incident").

- a. Contractor will report to Library each Security Incident of which it becomes aware. The initial report of a Security Incident will be made by telephone call to the [Library Relationship Manager] no later than twenty-four (24) hours after Contractor becomes aware of the Security Incident. The initial report will be followed by a written report to Library no later than three (3) days after the date on which Contractor became aware of the Security Incident.
- b. The written report of the Security Incident will include: (1) the date the Security Incident occurred; (2) a description of the unauthorized uses or disclosures involved in the Security Incident; (3) the number of Data Subjects affected by the Security Incident; (4) to the extent possible, the identities of the Data Subjects whose Personally Identifiable Information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used or disclosed during the Security Incident; (5) the types of Personally Identifiable Information involved in the Security Incident; and (6) the steps Contractor has taken to investigate the Security Incident,

mitigate potential harm to the affected Data Subjects, and prevent further Security Incidents, including steps Contractor believes the affected Data Subjects should take to protect themselves against potential harm resulting from the Security Incident.

- c. Contractor will promptly supplement the written report with additional information about the Security Incident as Contractor obtains the information, including Contractor's assessment as to whether the Security Incident is reportable under applicable laws.
- d. To the extent that any applicable law requires that the affected Data Subjects or any governmental authorities be notified of a Security Incident, Contractor will be responsible at its cost and expense for:
 - i. at Library's request, and where possible under law, providing such notices to Data Subjects or governmental authorities containing the information required by applicable law, provided that Contractor will provide Library's prior approval of any content, form and timing of such notice;
 - ii. conducting any forensic and security review and audit in connection with such Security Incident;
 - iii. providing any forensic and security review and audit in connection with such Security Incident;
 - iv. providing remediation services and other reasonable assistance to such Data Subjects as are (1) required by law, (2) requested by governmental authorities, (3) requested by Library, or (4) consistent with customary industry practice; and
 - v. reasonably cooperating with Library and its Affiliates in responding to such Security Incident.

11.0 CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS

For purposes of this Article 11, all matters to which Contractor represents are true on the Effective Date, and all matters to which Contractor warrants shall continue throughout the Term.

11.1 General Matters

Contractor represents and warrants that it is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Contractor represents and warrants that it has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this Agreement.

Contractor represents and warrants that it has full power and authority to enter into this and to perform hereunder and thereunder, and Contractor will exercise commercially reasonable efforts to ensure that such entry and performance do not and will not violate any rights of any third party. Contractor represents and warrants that it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations thereunder. The execution and performance of this Agreement and the consummation of the transactions contemplated hereby have been and will be duly authorized by all necessary corporate actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in connection with its terms.

11.2 Efficiency and Cost Effectiveness

Contractor will render the Services in as efficient a manner as is commercially reasonable and will exercise reasonable care to control resources (such as lighting, heating and other utilities) at LIBRARY facilities used in providing Services. Contractor will provide the Services using technology that is reasonably intended to enable LIBRARY to take advantage of relevant technological advancements.

11.3 Non-infringement and Ownership

If a Deliverable or any Services violate or infringe upon the rights of any third party, including any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, Library may seek the remedies set forth in Section 19.2. Contractor is and shall be (a) either the owner of, or authorized to use, the software and related material used in connection with the Services, which is not otherwise owned by LIBRARY, and (b) sufficiently authorized to grant to LIBRARY the rights, title, interest and/or ownership, specified in Article 11, in and to materials, information, Documentation, Work Product, or other Deliverables developed by Contractor for LIBRARY as part of the Services. Contractor will use commercially reasonable efforts to perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, the patent, copyright, trademark, trade secret or other proprietary rights of a third party.

Contractor shall have sufficient title and rights to license to Library, to the extent specified in Article 11, all Contractor Off-The-Shelf Software, Contractor Customized Software, and Deliverables.

11.4 Inducements

Contractor represents and warrants to LIBRARY that Contractor has not violated and will not violate any applicable laws or regulations, or any LIBRARY policies of which Contractor has been given notice, regarding the offering of inducements in connection with this Agreement. In the event that Contractor does not comply with the foregoing, LIBRARY will have the right to terminate this Agreement for cause without affording Contractor an opportunity to cure.

11.5 Compliance with Laws

- a. Contractor represents and warrants to LIBRARY that Contractor has not violated and will not violate any applicable laws or regulations, or any LIBRARY policies of which Contractor has been given notice, regarding the offering of inducements in connection with this Agreement. In the event that Contractor does not comply with the foregoing, LIBRARY will have the right to terminate this Agreement for cause without affording Contractor an opportunity to cure.
- b. If Contractor provides Services from outside of the United States, without limiting any of Contractor's other obligations set forth in this Agreement and notwithstanding anything to the contrary contained in this Agreement, Contractor will be responsible for compliance with all applicable laws governing the Services in the location from which the Services will be provided and will be responsible for compliance with United States export laws and import laws of the location from which Services will be performed.
- c. Contractor and Library will work together to identify the effect of changes in applicable laws on the provision and receipt of the Services and will promptly discuss the changes to the Services, if any, required to comply with all laws. If a change to the Services is required for Contractor to comply with a change in the law, the change will be implemented at Contractor's sole expense and will not impact the fees paid by Library under this Agreement. If a change to the Services is required for Library or Contractor to comply with a change in laws, and such change will materially increase the cost to provide the Services, Library will in its sole discretion and by written notice to Contractor either (i) direct Contractor to implement the required change to the Services, in which case Library will pay any additional fees that may be determined to be payable, or (ii) terminate this Agreement, or any portion thereof, affected by the change in Law.
- d. If applicable, all public interfaces are required to be compliant with Section 508 of the Rehabilitation Act of 1973; W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

11.6 Facilities and Conditions

The facilities used by Contractor to provide the Services to LIBRARY will comply with the following standards related to Contractor's work force and facilities:

- a. Contractor shall not use forced or compulsory labor in any form, including prison, indentured, political, bonded or otherwise. Deposits or similar arrangements shall not be required as a condition of employment.
- b. Contractor shall not use child labor in any facility providing Services to LIBRARY.

- c. Contractor shall not discriminate based on race, creed, sex, gender, marital or maternity status, religious or political beliefs, age or sexual orientation. Contractor decisions related to hiring, salary, benefits, advancement, termination or retirement shall be based solely on the ability of an individual to do the job.
- d. Contractor management practices shall recognize the dignity of the individual employees, the rights of free association and collective bargaining, and the right to a work place free of harassment, abuse or corporal punishment.
- e. Contractor shall provide each employee at least the legal minimum wage or the prevailing industry wage where the facility is located, whichever is higher. Contractor shall provide each employee a clear, written accounting for each wage period and shall not deduct from employee pay for performance or disciplinary issues.
- f. Contractor shall provide each employee at least the legal minimum wage or the prevailing industry wage where the facility is located, whichever is higher. Contractor shall provide each employee a clear, written accounting for each wage period and shall not deduct from employee pay for performance or disciplinary issues.

11.7 No Claims

Contractor represents that there is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Deliverable or restrict Contractor's ability to provide the Services or complete the transactions contemplated by this Agreement, or restrict Library's right to use any Deliverable under this Agreement. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding. Contractor warrants that it will promptly notify Library in writing in the event that it becomes aware of any such action, suit, proceeding, or material claim or investigation.

11.8 Americans with Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Library from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

12.0 MISCELLANEOUS

12.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement and the transactions it contemplates shall be governed by and decided in accordance with the laws of the State of California without regard to choice of law principles.

12.2 Jurisdiction and Venue

The parties hereby submit and consent to venue in and the exclusive jurisdiction of any state or federal courts located within the City of Los Angeles and irrevocably agree that all actions or proceedings relating to this Agreement and the Services provided hereunder shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court. Contractor waives any right to trial by jury and consents to be joined in any action or proceeding in which LIBRARY is a defendant and for which Contractor is required to indemnify LIBRARY pursuant to the provisions of this Agreement.

13.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 6/24 [v.1]) (Exhibit A).

14.0 TERM OF CONTRACT

The term of this Contract shall be for three years and shall be effective upon the date attested by the City Clerk.

15.0 SCOPE OF WORK

The Contractor shall provide the following Live Scan digital fingerprinting and relay services to electronically transmit fingerprints to the Department of Justice to perform background checks as requested by the Library. The Contractor shall be a California Department of Justice-certified Live Scan Vendor and certified Peer Provider.

15.1 Provide Live Scan fingerprinting digital relay services to DOJ.

15.2 Follow the California Department of Justice Bureau of Criminal Information and Analysis, Terms and Conditions Applicant Agency Live Scan Service Providers in California.

15.3 Provide Life Scan relay services to various levels of applicants.

15.3.1 Community Volunteer, Intern, Library Performer: DOJ and FBI

15.4 Author web portal for LIBRARY applicant verification of the above levels of services. The portal shall consist of, but is not limited to the following:

15.4.1 List of the above levels of applicants

15.4.2 DOJ/Live Scan applicant information form

15.4.3 Verify applicant via email

15.4.4 Locations shall display address

15.4.5 Applicant has the ability to make an appointment by date, time and location

15.4.6 Display fingerprinting fees to be paid by the Library

- 15.4.7 Ability to re-submit fingerprints without an additional charge when fingerprints need to be reimaged using the same ID number and within 30 days from original transaction,
 - 15.4.8 At the conclusion of the session, the applicant shall receive an applicant transaction identifier (“ATI”),
 - 15.4.9 List the Library’s phone number, Library’s business hours (8:00 through 4:00 pm), and Contractor’s on-call help line for assistant.
- 15.5** Provide a live, on-call applicant help line, Monday through Friday from 7:30 AM to 5:00 PM, local time. An answering machine is not acceptable.
- 15.6** Provide software upgrades required by DOJ, FBI, and DSS specifications as necessary.
- 15.7** Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested by the Library.

16.0 DELIVERABLES

16.1 Contractor shall provide daily, weekly, and monthly reports with the following information via a secure method of transmission to the Library Authorized Representative:

- 16.1.1 Applicant Transaction Identification Number
- 16.1.2 Originating Agency Identifier (“ORI”) Number
- 16.1.3 Requesting Agency Name
- 16.1.4 Originating Agency Cast (“OCA”) Number
- 16.1.5 Transaction Control Number/Automated Transaction Identifier (TCN/ATI)
- 16.1.6 Transaction Control Rejected/Original Applicant Transaction Number (TCR/OATI)
- 16.1.7 Applicant’s First, Middle, Last Name, and Suffix, if applicable
- 16.1.8 Application Type
- 16.1.9 Applicant’s date of birth
- 16.1.10 Applicant’s Driver’s license number, or other identification number
- 16.1.11 Transaction Date
- 16.1.12 Live Scan Identifiers
- 16.1.13 Transaction Status
- 16.1.14 Submission Status
- 16.1.15 Government Fee
- 16.1.16 Billing Number
- 16.1.17 Operator Identification Number
- 16.1.18 State Control Number
- 16.1.19 Payment
- 16.1.20 Job Title
- 16.1.21 Attn. Indicator
- 16.1.22 Contract Number
- 16.1.23 Live Scan Transaction Number
- 16.1.24 Applicant’s Resident Full Address

- 16.1.25 Social Security Number, only the last four (4) numbers provided
- 16.1.26 Barcode
- 16.1.27 Applicant's Phone Number

17.0 SYSTEM REQUIREMENTS

The system shall be cloud based or web hosted solution and the administration and security for software adheres to all DOJ, CIPA, and COPA requirements in addition to tracking and monitoring usage. The application must adhere to all State and Federal regulations relating to employee data privacy and confidentiality. This includes, but is not limited to, the Family Educational Rights and Privacy Act ("FERPA"), Individuals with Disabilities Education Act ("IDEA"), and the Health Insurance Portability and Accountability Act ("HIPAA").

18.0 COMPENSATION

- 18.1 The Library will pay the Contractor for satisfactory services rendered in a total amount not to exceed \$50,000 during the term of this Contract.
- 18.2 The Contract shall provide Fingerprinting Services, including Relay to DOJ, at a cost of \$16.00 for each transaction initiated via Web Platform at a Non-LIBRARY Location for Volunteers.
- 18.3 No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.

19.0 BILLING AND INVOICES

- 19.1 The Contractor shall submit itemized invoices to the 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.
- 19.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
 - a. Name and address of the Contractor
 - b. Name and address of the City Department being billed (Library Department)
 - c. Date of invoice and period covered
 - d. Contract Number
 - e. Description of completed task and amount due for task
 - f. Remittance address

19.3 All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

19.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for 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 electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract, or via hard copy to:

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

19.5 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, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

20.0 OWNERSHIP

All documents and records provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

21.0 AMBIGUITY

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

22.0 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. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

CONTRACTOR'S REPRESENTATIVE

Company: Biometrics4ALL, Inc.
Name: Edward Chen
Title: President/CEO
Address: 18300 Von Karman Ave
Suite 700
Irvine, CA 92612
Telephone: (714) 568-9888
Email: contracts@biometrics4all.com

LIBRARY'S REPRESENTATIVE

Name: Eva Mitnick, Director
Title: Engagement and Learning Division
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7527
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 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 must be provided as described in this Contract, within five business days of such change.

23.0 INDEPENDENT CONTRACTOR

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract 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.

24.0 RETENTION OF RECORDS

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Contract, or the termination date of this Contract, whichever occurs last.

Records will be subject to examination and audit by authorized the City personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

25.0 NO THIRD-PARTY BENEFICIARIES

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

26.0 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 the Contractor by the City, and other documents to which the Contractor has access during the term of this Contract are confidential information ("Confidential Information").

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

27.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

The Contractor shall refer all inquiries from the news media relating to this Contract or the Contractor's services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City's Public Affairs staff regarding any communication with the news media relating to this Contract or the Contractor's services hereunder.

28.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 14.0 ("Confidentiality") and 15.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

29.0 CONTINUED REQUIREMENTS

The requirements of Sections 14.0 ("Confidentiality"), 15.0 ("Contractor's Interaction with the Media"), and 16.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

30.0 NON-EXCLUSIVE CONTRACT

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from

other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

31.0 BORDER WALL BID DISCLOSURE

The Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” The Library may terminate this Contract at any time if the Library determines that the 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.

32.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract 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 Contract.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. _____

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Contract to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

BIOMETRICS4ALL, INC.

**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.*

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 _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

Date _____

By _____
EDWARD CHEN
President/CEO
Biometrics4ALL, Inc.

By _____
[Name]
[Title]

Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City
Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date _____

ATTEST:

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Biometrics4All, Inc.

Date: 10/18/2024

Agreement/Reference: Live Scan Fingerprinting Services

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 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party

1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

 Crime Insurance _____

Other: Submitted to Erica Thomsen LAPL 213-228-7425

1) Professional Liability to include Cyber Liability and Data Breach

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
