

Agreement Number C-109884

Contractor: Languages 4 You, Inc

Title: Translation and Interpretation Services

**Professional Services Agreement
TRANSLATION SERVICES
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND LANGUAGES 4 YOU, INC**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter "City") acting through the Department of Neighborhood Empowerment (hereinafter "Department") and Languages 4 You, Inc (hereinafter "Contractor").

RECITALS

- A. The Department has been mandated by the City Charter and other enabling documents to implement and oversee various City ordinances, procedures and regulations related to the Citywide System of Neighborhood Councils, including assisting Neighborhood Councils with translation and interpretation services.
- B. The goals and objectives of the Citywide System of Neighborhood Councils include: promoting public participation in City government and decision-making processes, so that government is more responsive to local needs and requests; nurturing opportunities to build partnerships with government to address local needs and requests; facilitating communication, interaction, and opportunities for collaboration among all neighborhood councils regarding their common and disparate concerns; improving the delivery of City services and City government responses to neighborhood councils' problems and requests for assistance; helping neighborhood councils to identify and prioritize their needs, and to effectively communicate those needs; ensuring equal opportunity for neighborhood councils regarding participation in local government decision-making and problem solving processes; creating environments in which all persons may organize local neighborhood councils; and, fostering a sense of community for all persons to express opinions about their neighborhoods and their government.
- C. The Department assists Neighborhood Councils with providing translation and interpretation services in order to encourage diversity and public participation by all persons.
- D. The Department requires occasional assistance with translation tasks related to special events as needed by the Department, that are most efficiently handled through an Agreement between the Department and a professional services agency.
- D. The services to be provided under this Agreement are technical, expert, temporary, and occasional in nature.

- E. Pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors rather than by City employees.

NOW, THEREFORE, City and Contractor, in consideration of the recitals above and of the covenants, agreements, and representations below, agree as follows:

SECTION 1. INTRODUCTION

1.1. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

1. The representative of the Department shall be:

Lisa W. Sarno, Interim General Manager
City of Los Angeles, Department of Neighborhood Empowerment
334-B East Second Street,
Los Angeles, California 90012
Voice (213)485-1360, Fax (213) 485-4608
Email Lisa.Sarno@lacity.org

With one copy to:

Michael Vitkiewicz, Director, Administrative Services Division
City of Los Angeles, Department of Neighborhood Empowerment
334-B East Second Street
Los Angeles, California 90012
Voice (213) 485-1360, Fax (213) 485-4608
Email Mike.Vitkiewicz@lacity.org

2. The representative of the Contractor shall be:

Ms. Delia Torres, Principal
1121 East Wilson Avenue, Suite 12
Glendale, California 91206
Voice (818) 720-7105, Fax (818) 550-9290

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.

SECTION 2. TERM AND SERVICES TO BE PROVIDED

2.1. Time of Performance

The term of this Agreement shall begin on the date of attestation by the City Clerk and shall end on June 30, 2007, with an option to extend the term through amendments by adding up to two additional one year periods at the discretion of the Department.

2.2. Purpose of the Agreement and Services to be Provided

- A. The purpose of this Agreement is to retain the services of an expert, experienced and reputable agency capable of filling the occasional needs of the Department and Neighborhood Councils for comprehensive written and verbal translation and interpretation services on as-needed basis.
- B. The Contractor shall ensure that a sufficient and adequate number of language translators/interpreters are available as requested, including evenings and weekends, to provide said services at the times, locations, dates, and for durations as requested by the Department and by Neighborhood Councils.

SECTION 3. PAYMENT AND CONTRACTOR'S PERSONNEL

3.1. Compensation and Method of Payment

A. Maximum Amounts

1. **DEPARTMENT USE:** The Department shall pay the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Thousand Dollars (\$100,000), not including any compensation paid by the Neighborhood Councils. Said compensation shall be based on the schedule of fees for services, listed in Exhibit A, which is attached to this Agreement and incorporated herein.
2. **NEIGHBORHOOD COUNCIL USE:** Payment to the Contractor when such services are requested by and supplied to a Neighborhood Council, shall be made from funds allocated to the requesting Neighborhood Council, in accordance with the policies and

Council, shall be made from funds allocated to the requesting Neighborhood Council, in accordance with the policies and procedures developed by the Department pursuant to the Neighborhood Council Funding Program, as authorized by the City Council (Council File 02-0699). The maximum amount currently approved for each Neighborhood Council through the Funding Program is \$50,000 per fiscal year. The Neighborhood Council funds may be used to pay for operational and program expenses, including the request for services of language translators through this contract.

B. Payment Processing

1. Contractor shall submit invoices and supporting documentation to:

Michael Vitkiewicz, Director, Administrative Services Division
City of Los Angeles, Department of Neighborhood Empowerment
334-East Second Street, Los Angeles, CA 90012
2. The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:
 - a. Name, address, and telephone number of Contractor.
 - b. Name of Neighborhood Council to whom service was provided, if applicable, or title/description of Department event.
 - c. Work order number.
 - d. Date of invoice and service period covered.
 - e. Description of services and amount due for services, including:
 - i. Name of personnel performing service
 - ii. Hours spent on task and timesheet supporting charges (if applicable)
 - iii. Rate per hour or portion thereof and total due
 - iv. Certification by authorized designee of Contractor
3. All invoices shall be submitted on Contractor's letterhead, contain contractor's official logo, or other unique and identifying information such as the name and address of the contractor. Invoices shall be submitted within 30 days of service. Invoices are considered

complete when appropriate documentation or services provided are signed off as satisfactory by the City manager.

4. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs.

3.2. Contractor's Personnel

- A. Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement if requested to do so by the City.
- B. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor.

SECTION 4. OWNERSHIP

4.1. Ownership

- A. Contractor acknowledges and agrees that all documents, reports, analyses, studies, drawings, information or data (hereinafter collectively referred to as "Materials"), originated and prepared by Contractor pursuant to the terms of this agreement, are "Work Made For Hire" and shall become the property of the City for its use in any manner it deems appropriate. Contractor assigns any and all of its respective interests and rights in such property to the City for its use in any manner it deems appropriate.
- B. All documents and records (hereinafter collectively referred to as "Documents"), provided by City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement or at the request of the City.

SECTION 5. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

5.1. Confidentiality

- A. All Documents and information provided to the Contractor by the City are confidential. All Materials are to be considered confidential. Contractor agrees not to provide documents and materials, nor disclose their content or any information contained in them, either verbally, electronically, or in writing, to any other person or entity, except as authorized by the City or as required by law.

SECTION 6. STANDARD PROVISIONS FOR CITY CONTRACTS

6.1. Incorporation of City's Standard Provisions for Professional Services Contract

- A. **Standard Provisions for City Contracts**

Contractor agrees to comply with the Standard Provisions for City Contracts, attached hereto as Appendix A and made a part hereof.

- B. **Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses**

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

- C. **Compliance with Statutes and Regulations**

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and City of Los Angeles. Contractor shall comply with any subsequent, new, amended, or revised laws, regulations, and procedures that may apply to the performance of this Agreement.

- D. **Federal, State, and Local Taxes**

Federal, State, and local taxes are the responsibility of the Contractor as an independent Contractor and not as a City employee.

SECTION 7. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

7.1. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend services in accordance with Section 7.2. of this Agreement; or
- D. Terminate the Agreement.

7.2. Suspension

The City may suspend all or part of the services for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be specified in such notice.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions, which will be undertaken, subject to City approval in writing.

7.3. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be retained or disposed of according to City policies and procedures.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

7.4. Notices of Suspension or Termination

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

7.5. Amendments

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

SECTION 8. INDEPENDENT CONTRACTOR STATUS

8.1 Independent Contractor

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the Department or the City. Contractor shall not represent or otherwise hold itself out, or any of its associates, employees, or subcontractors, to be an agent or employee of the City.

SECTION 9. ENTIRE AGREEMENT

9.1. Complete Agreement

This Agreement, including all of Appendix "A" and all of Exhibit "A", contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

SIGNATURES AND ATTESTATION

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

APPROVED AS TO FORM AND LEGALITY:
ROCKARD J. DELGADILLO, City Attorney

Executed this June day of 14, 2006
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By Peter King
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES
Department of Neighborhood
Empowerment

Date 6/13/06

Interim General Manager
Department of Neighborhood Empowerment

ATTEST:
FRANK T. MARTINEZ, City Clerk



By Delma A. Cunniff
Deputy City Clerk

By Lisa W. Sarno
Lisa W. Sarno

Date 6/14/06
C-109884

Executed this _____ day of _____, 2006

For: CONTRACTOR

By Delia Torres
Delia Torres, Principal
Languages 4 You, Inc

Date: 6/5/2006

City Business License Number # 943397-20

IRS Taxpayer Identification # 559477010

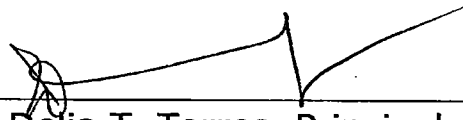
Agreement # C-109884 of City Contracts

Languages4You

ORIGINAL

"INTERPRETATION - TRANSLATION SERVICES"

PROPOSAL



Delia T. Torres, Principal
State Certification #100737
Dba *Languages4You*
City of L.A. Business Lic. #943397-20

(818) 550-9299 or (818) 720-7105
Fax: (818) 550-9290
Email: *Languages4You@aol.com*

Languages4You

June 4, 2006

Department of Neighborhood Empowerment
c/o Ms. J. Mendez
Translation Services Section
Los Angeles, CA 90012

RE: "Interpretation- Translation Services Proposal"

Dear Ms. Mendez:

Please accept the enclosed attachments as a proposal to the City of Los Angeles' RFQ for translation and interpretation services.

Languages4You is an agency that has been providing translation and interpretation services to a wide array of customers, including, but not limited to, the medical, legal, civil, public and private sector industries, since 1998.

Any and all requests for *Languages4You* should be made to the following:

Contact: Delia T. Torres (authorized person to bind the
proposing entity)
Title: Principal
Address: 1121 E. Wilson Ave., Suite 12
Glendale, CA 91206
Telephone: (818) 550-9299
Fax: (818) 550-9290
Email: Languages4You@aol.com

Sincerely,



Delia T. Torres, Principal
dba *Languages4You*

(818) 550-9299 or (818) 720-7105
Fax: (818) 550-9290
Email: [*Languages4You@aol.com*](mailto:Languages4You@aol.com)

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I. Size and Composition of *Languages4You*

Due to the nature of the type of service an interpretation and translation agency provides, *Languages4You* sub-contracts translators and/or interpreters as **Independent Contractors** on a project-to-project and on an as-needed basis.

The company's pool of qualified independent contractors includes professionals with linguistic expertise in the dialects, accents, colloquiums, and idioms of various other languages and dialects including West African and Southeast Asian languages.

Languages4You's database consists of active qualified interpreters and translators who are knowledgeable and proficient in their source language, and who can fluently interpreter and/or translate from their source language into the target language. These languages include but are not limited to the following:

*** Registered LANGUAGES (Non-Designated)**

- | | |
|-----------------------------|---------------------|
| ➤ Albanian | ➤ Hmong |
| ➤ Amharic | ➤ Hungarian |
| ➤ Armenian | ➤ Italian |
| ➤ Armenian (Eastern) | ➤ Kurtish |
| ➤ Assyrian | ➤ Lao |
| ➤ Bengali | ➤ Lithuanian |
| ➤ Bosnian | ➤ Mandarin |
| ➤ Bulgarian | ➤ Polish |
| ➤ Cambodian | ➤ Punjabi |
| ➤ Catalan | ➤ Romanian |
| ➤ Croatian | ➤ Russian |
| ➤ Czech | ➤ Samoan |
| ➤ Dari | ➤ Serbian |
| ➤ Dutch | ➤ Slovak |
| ➤ Farsi | ➤ Swedish |
| ➤ French | ➤ Taiwanese |
| ➤ Georgian | ➤ Thai |
| ➤ German | ➤ Turkish |
| ➤ Greek | ➤ Urdu |
| ➤ Hebrew | ➤ Yiddish |
| ➤ Hindi | |

****Certified LANGUAGES (Designated)**

- **American Sign Language**
- **Arabic**
- **Cantonese**
- **Japanese**
- **Korean**
- **Portuguese**
- **Spanish**
- **Tagalog**
- **Vietnamese**

The company has files of active qualified interpreters/translators, which consist of resumes and copies of their certification and can be provided on a project-to-project basis.

* **Registered language interpreters:** The state has assigned these languages as "exotic" thus testing them for language fluency and other criteria set by the state. These languages have been categorized as non-designated due to the short supply of qualified interpreters and translators in these languages.

** **Certified languages:** The state has set very strenuous testing criteria for these languages, including a written and oral exam for these designated languages. Once a candidate passes both phases of these exams, then he/she becomes state certified.

Languages4You (previously ITTS Interpreting Services)

....When accuracy matters

II. Summary of *Languages4You*

The list of business clients include the following (list in chronological order):

Company Name	Date	Assignment	Contact Name	Title	Phone #
City of Los Angeles- translated and/or interpreted for the following:	Since 2002				
City Clerk	ongoing	council mtng SAP interpreter	Ms. Nishiyama	Deputy City Clerk	(213) 978-1051
Dept. of Sanitation	n/a	translation	Ms. Campana		-213
Dept. of Disability	n/a	Community mtng	Ms. Kaufman		
PLUM Committee	n/a	community mtng .	Mr. White	Legislative Asst.	(213) 978-1068
Housing Committee	n/a	community mtng .	Mr. Paster	Legislative Asst.	(213) 978-1078
Redistricting Commission	n/a	community mtng .	Ms. Adleman		
Councilwoman Jan Perry	n/a	community mtng .	Mr. Lancaster	Chief Field Rep.	(323) 846-2669
Councilwoman Gruel	n/a	community mtng .	Mr. Gonzalez	Field Rep	(
ex-Councilman Ridley-Thomas	n/a	community mtng .			
Councilman Reyes	n/a	community mtng .	Mr. Chavez		
Planning Dept.	n/a	community mtng .	Mr. Friedman		
Channel 35	n/a	taped sessions	Mr. Lin	Producer	(213) 485-7963
Dept. of Building and Safety	n/a	translation	Mr. Lara	Asst. to GM	(213) 482-6717
CRA	n/a	translation			
Councilwoman Galanther	n/a	translation			(818) 756-9227
L.A. River Committee	n/a	community meeting	Mr. White	Legislative Asst.	(213) 978-1068
Dept. of Parks and Rec.	n/a	community meeting	Ms. Hill	Mgmt. Analyst II	
Law Firms:					
Inman and Associates	1998	translations	Ms. Wong	Paralegal	(310) 274-7111
Ivner and Fullner	1998	translations	Ms. Belmonte	Paralegal	(310) 479-7203
Vega and Assoc.	1997	translations	Mr. Vega	Attorney	(213) 489-2119
Agencies:					
Berlitz Global Interpreting	1997	INS interpreter	Coordinator	Coordinator for Spanish Interp.	(888) 241-9149
Language Network	2000	interpreter	Lynn or Alysa	owners	(949) 733-2446
State Farm Insurance	2000	translations	Mr. T. Junn	Adjuster	(310) 568-2928

NOTE: None of the above entities have entered into a long term contract with *Languages4You*. All business transactions have been carried out on a project-to-project basis.

(818) 550-9299 or (818) 720-7105
 Fax: (818) 550-9290
 Email: *Languages4You@aol.com*

III. Qualifications of Independent Contracted Interpreters and Translators

The list of qualified independent contractors *Languages4You* subcontracts have been carefully screened based on the following criteria:

-State certification and/or state registered interpreters/translators in good standing.

➤ All state certified interpreters must meet the following state's examination criteria in order to become certified in the following three categories:

- Consecutive category: the interpreter must be able to render a perfect interpretation up to 50 words per minute from the target language to the source language and vice-versa. Summarizing, editing, or long pauses are strictly prohibited.
- Simultaneous category: the interpreter must be able to render a perfect simultaneous interpretation as the speaker talks up to 150 words per minute. The interpreter must "shadow" the speaker lagging behind by three words from the speaker. Summarizing, editing, or long pauses are strictly prohibited.
- Sight category: the translator must be able to render a perfect interpretation of a document from the target language to the source language and vice-versa, after briefly reviewing it for up to one minute.

-Years of experience: the company requires a minimum of one (1) year on-the-field experience.

-Other professional background

-Number of school years completed- must have completed some college credits.

-References (personal and professional)

IV. Disclosure of Charges

- Rates Non-designated Registered languages (see page #1 for a list of languages).
 - ½ day flat rate (1-3 hours): \$230
 - full day flat rate (3.1 – 7 hours): \$350
 - (**)Translations: per word cost ranges from \$0.19 - \$0.21 based on the type of terminology used on the document (e.g. technical or non-technical).

- Rates for Designated Certified languages (see page #2 for a list of languages).
 - ½ day flat rate (1-3 hours): \$215
 - full day flat rate (3.1 – 7 hours): \$300
 - (*)(**)Translations: per word cost ranges from \$0.16 - \$0.189 based on the technical or non-technical nature of the terminology used on the document.

Note:

**-For Spanish translations, the total word count from the English document is multiplied by a factor of 1.25, then multiplied by the per-word cost. For example, English document total word count 300 x 1.25 = 375 x 0.17 = \$63.75. Spanish translations always add up to a greater word count due to grammatical rules.*

*(**)- A set-up fee of approximately 5% of the total estimate might be added if the document contains multiple graphics, charts, and/or other non-textual content.*

Languages4You

V. Certification of Proposer

I, Delia T. Torres, Principal, dba *Languages4You*, certify under penalty of perjury that I am qualified to contract by any federal, state or local public agency.

Languages4You

VI. Insurance Certificate

Insurance Certificate: The cost of insurance, where the City will be named as an additional insured, is being researched by *Languages4You*. The added cost will be based on the level of insurance *Languages4You* must carry as determined by the City's Risk Manager.

If awarded a contract, *Languages4You* understands that it will be required to provide insurance at the time of contract execution.