



# LOS ANGELES FIRE DEPARTMENT

KRISTIN M. CROWLEY  
FIRE CHIEF

July 20, 2022

BOARD OF FIRE COMMISSIONERS FILE NO. 22-079
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TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT  
AND KENNEDY COURT REPORTERS, INC. FOR COURT REPORTER  
SERVICES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

The Los Angeles Fire Department (LAFD) has an on-going need for court reporter services to record administrative disciplinary proceedings, arbitration hearings, and interviews conducted in person, as well as transcribe audiotapes of recorded interviews, and provide other related services as are assigned.

On January 20, 2022, the Office of the City Attorney (City Attorney) issued a Request for Proposals (RFP) seeking qualified firms to perform court reporter services. Kennedy Court Reporters, Inc. submitted a response to the RFP and was found to possess the experience and qualifications required to provide the type and level of service requested.

LAFD wishes to utilize the RFP process conducted by the City Attorney, and enter into an agreement with Kennedy Court Reporters, Inc. under the same terms and conditions set forth in the City Attorney's agreement.

Attached for consideration by the Board of Fire Commissioners is an agreement with Kennedy Court Reporters, Inc. to provide court reporter services on an as-needed basis for the LAFD, which will begin on the date attested to by the City Clerk's Office, and will terminate three (3) years thereafter, not to exceed \$100,000 annually, for a maximum allowable compensation of \$300,000, during the term of the contract.

The Agreement has been reviewed and approved as to legal form by the City Attorney.

## **RECOMMENDATIONS**

That the Board:

1. Approve, and authorize the Fire Chief to execute the Agreement with Kennedy Court Reporters, Inc. for court reporter services, commencing on the date attested to by the City Clerk's Office and terminating three (3) years thereafter, not to exceed \$100,000 annually, for a maximum allowable compensation of \$300,000.
2. Authorize the Fire Chief to have sole discretion to execute amendments regarding any modifications, additions or exclusions during the three (3) year term of the Agreement.
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

## **FISCAL IMPACT**

Funding for this Agreement is available through the General Fund 100/38, Contractual Services Account 3040, Hearing Reporter Professional Services, as approved in the FY 22-23 Adopted Budget.

Board report prepared by Angelo Yenke, Management Analyst, Professional Standards Division.

Attachment

**AGREEMENT NO. \_\_\_\_\_**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**KENNEDY COURT REPORTERS, INC.**

**FOR**

**COURT REPORTER SERVICES**

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**AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
KENNEDY COURT REPORTERS, INC.  
FOR  
COURT REPORTER SERVICES**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "Department" or "LAFD"), and Kennedy Court Reporters, Inc., a California corporation (hereinafter referred to as "Contractor").

**WHEREAS**, the City desires to utilize the services of a qualified firm to provide court reporter services and other related services to the LAFD; and

**WHEREAS**, the services required are of a professional and expert quality and are temporary and occasional in nature, therefore competitive bidding under Charter Section 371 is neither practicable nor advantageous; and

**WHEREAS**, on January 20, 2022, the City, through the Office of the City Attorney (hereinafter referred to as "City Attorney"), issued Request for Proposals No. 201810 (hereinafter referred to as "RFP") seeking qualified businesses to perform the above-referenced services, and found Contractor satisfied the required qualifications and experience necessary to provide the type and level of services required by City; and

**WHEREAS**, the City Attorney and Contractor entered into Agreement No. C-140395 to provide court reporter services; and

**WHEREAS**, the LAFD desires to take advantage of the City Attorney's competitive contracting process for court reporter services; and

**WHEREAS**, the LAFD has an on-going need for court reporting services to record administrative disciplinary proceedings, arbitration hearings, and interviews conducted in person or virtually, as well as transcribe audiotapes of recorded interviews, and provide other related services as are assigned; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City has found that it is more feasible to have the services provided by the Contractor because the work is as-needed and intermittent; and

**WHEREAS**, the parties hereto wish to enter into an Agreement for court reporter services.

**NOW, THEREFORE**, in consideration of the premises, representations, covenants and agreements set forth herein, the parties agree as follows:

## **1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1 Parties to the Agreement**

- 1.1.1 The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California, 90012.
- 1.1.2 Contractor, Kennedy Court Reporters, Inc., a California corporation, having its principal address at 920 West 17th Street, Suite F, Santa Ana, California, 92706.

### **1.2 Representatives of the Parties and Service of Notices**

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

- 1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Kristin M. Crowley  
Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California, 90012

With copies to:

Los Angeles Fire Department  
Professional Standards Division  
Attention: Commanding Officer  
201 N. Figueroa St., Suite 1200  
Los Angeles, California, 90012  
Phone Number: (213) 202-3190  
Facsimile Number: (213) 202-3198

- 1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Lori Odell Kennedy  
President  
Kennedy Court Reporters, Inc.  
920 West 17th Street, Suite F  
Santa Ana, California, 92706  
lok@kennedycourtreporters.com  
(800) 231-2682

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

## **2.0 TERM OF THE AGREEMENT**

- 2.1 The term of this Agreement shall be for three (3) years, subject to the availability of funds. The Agreement will begin on the date attested to by the City Clerk's Office and will terminate three (3) years thereafter ("Expiration Date"), unless otherwise terminated earlier as provided herein.
- 2.2 Due to the need for Contractor's services to be provided on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed satisfactorily, in accordance with the LAFD's request and with the terms and conditions of this Agreement, those services are hereby ratified.

## **3.0 SERVICES TO BE PROVIDED**

Contractor is required to provide the following services on an as-needed basis:

### **3.1 Availability**

Provide a court reporter with appropriate equipment upon request by the LAFD. Usually, LAFD will schedule depositions with one (1) to two (2) weeks' notice. However, the Contractor must have sufficient staff to provide the LAFD with court reporters with as little as one (1) day's notice.

In order to maintain continuity of work product, the same court reporter will be assigned for the duration of a deposition or administrative hearing. If,

due to extenuating circumstances a court reporter cannot complete the duration of a deposition or administrative hearing, a replacement court reporter will be provided and will complete the duration of the deposition or administrative hearing.

### 3.2 Certified Reporter

Ensure that only certified shorthand reporters (“CSR”) shall be provided to the LAFD under this Agreement. Court reporters may be asked to provide proof of certification at the deposition.

### 3.3 Professional Ability

The CSR licensing standards are regarded as a minimum level of professional competence. The court reporter must be able to keep pace with normal deposition conversation. In some situation, the court reporter may be required to use Live Note or another real time capable program.

### 3.4 Promptness

The court reporter shall be on time for all deposition appointments. The Contractor shall provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested.

### 3.5 Confirmation of Appointment

The Contractor shall call the LAFD the day before the deposition or hearing date to confirm the appointment, at no charge to the City.

### 3.6 After Hours, Weekend, and Holiday Work

Contractors must be able to provide reporter service after normal working hours and on weekends and holidays. The assigned court reporters may be required to work through a lunch period or after 5:00 p.m. when required by the Department.

### 3.7 Cancellation

The LAFD reserves the right to cancel a deposition or hearing at any time before 5:30 p.m. the day before a scheduled deposition or hearing at no charge or penalty.

### 3.8 Transcripts



Provide an official transcript for each day of a trial, deposition, administrative hearing or any other governmental process for which the City requires an official transcript.

Provide a completed original transcript within fourteen (14) calendar days from the date of the assignment. If an expedited transcript is requested, provide the completed transcript within twenty-four (24) hours of the request. A completed transcript includes the following:

- 3.8.1 Certification of original transcript and one (1) copy.
- 3.8.2 Condensed transcript, concordance and word index;
- 3.8.3 ASCII Disk ("CD")
- 3.8.4 Copy of final transcript document sent electronically via email in Portable Document Format ("PDF"), or other format requested by the Department.

### 3.9 Reproduction Capability

Contractors must have the ability to reproduce, in color if required, photographs, drawings, charts, and graphs used in deposition proceedings and to safeguard original exhibits so as to return them in their original condition and sequence.

### 3.10 Format of Deposition Transcripts

All deposition transcripts shall be prepared and formatted as follows:

- 3.10.1 Deposition transcripts shall be prepared and submitted on 28-line numbered paper.
- 3.10.2 The original deposition and one (1) copy shall be suitably bound.
- 3.10.3 Proofread all transcripts and ensure that all are free of spelling and grammatical errors prior to submission to the LAFD.
- 3.10.4 Depositions must be provided on CD or, upon request, other media.

### 3.11 Support Services

The City will not provide clerical, telephone, messenger or reproduction services nor reimbursement for any of these support services.

### 3.12 Transportation Fees

Court reporter shall provide for his or her own parking. The City will not provide parking or mileage reimbursement.

### 3.13 Additional Services

Contractor will be paid for Court Reporter services at the rate provided in Attachment B – Fee Schedule for Court Reporters, attached hereto and made a part hereof.

## 4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts for the provision of services with other contractors. The Department may use any of the contractors with whom the Department has contracts and, therefore, the LAFD cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

## 5.0 COMPENSATION AND METHOD OF PAYMENT

### 5.1 Compensation

The City will pay the Contractor for satisfactorily services rendered in an amount not to exceed One Hundred Thousand Dollars (\$100,000) annually, for a maximum allowable compensation of Three Hundred Thousand Dollars (\$300,000) for the term of the contract, based on the rates specified in Attachment B – Fee Schedule for Court Reporters, which is attached hereto and made a part hereof.

### 5.2 Method of Payment

#### 5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Attachment B – Fee Schedule for Court Reporters and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of Invoice
2. Invoice Number
3. Agreement Number
4. Description of Services, including, but not limited to:
  - a) Date of Assignment
  - b) Case Name and Case Number
5. Number of Pages, if any, and Rate of Service

## 6. Amount of Invoice

5.2.2 All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

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

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

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

5.2.5 General Requirements for Invoices

### **Fire Commission**

Invoices for work performed for the Fire Commission and/or the Independent Assessor will be sent to:

Los Angeles Fire Department  
Board of Fire Commissioners  
Attention: Board Secretary  
200 North Main Street, Room 1800  
Los Angeles, California 90012

### **Office of the Fire Chief**

Invoices for work performed at the request of the Office of the Fire Chief will be sent to:

Los Angeles Fire Department

Attention: Fire Chief  
200 North Main Street, Room 1800  
Los Angeles, California 90012

**Professional Standards Division**

Invoices for work performed for the Professional Standards Division will be sent to:

Los Angeles Fire Department  
Professional Standards Division  
Attention: Commanding Officer  
201 N. Figueroa St., Suite 1200  
Los Angeles, California, 90012

**Employee Relations Section**

Invoices for work performed for the Employee Relations Section will be sent to:

Los Angeles Fire Department  
Employee Relations Section  
Attention: Employee Relations Officer  
200 North Main Street, Room 1800  
Los Angeles, California 90012

- 5.2.6 The Contractor shall notify the LAFD within 10 business days when 80% of the maximum compensation has been reached. Notice must be sent to the address listed per this Agreement.

## **6.0 DISPUTES**

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

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

## **7.0 NO THIRD-PARTY BENEFICIARIES**

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

## **8.0 CONFIDENTIALITY**

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

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

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

## **9.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

Contractor shall refer all inquiries from the news media to the Department, shall immediately contact the Department to inform the Department of the inquiry, and shall comply with the procedures of the LAFD Community Liaison's Office regarding statements to the media relating to this Agreement or Contractor's services hereunder.

## **10.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 8.0 – CONFIDENTIALITY and 9.0 – CONTRACTOR'S INTERACTION WITH THE MEDIA are provided to and apply to all subcontractors of this Agreement.

## **11.0 CONTINUED REQUIREMENTS**

The requirements of Sections 8.0 – CONFIDENTIALITY, 9.0 – CONTRACTOR'S INTERACTION WITH THE MEDIA, and 10.0 – REQUIREMENTS APPLY TO ALL SUBCONTRACTORS shall survive termination of this Agreement.

## **12.0 STANDARD PROVISIONS**

Contractor, by entering into this Agreement with the City agrees to abide by the Standard Provisions for City Contracts (Rev. 10/21)[v.4], attached hereto and incorporated herein as Attachment A.

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

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

## **14.0 ORDER OF PRECEDENCE**

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference constitutes the complete and entire Agreement between the City and the Contractor. In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

- 1) This Agreement between the City and Contractor
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- 3) Attachment B – Fee Schedule for Court Reporters
- 4) Attachment C – Confidentiality Agreement

## **15.0 ENTIRE AGREEMENT**

This Agreement contains the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

## **16.0 COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same

agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[SIGNATURE PAGE FOLLOWS]**

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

**THE CITY OF LOS ANGELES**

**KENNEDY COURT REPORTERS,  
INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Lori Odell Kennedy  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_  
Matthew Kennedy  
Vice President

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

DATE: \_\_\_\_\_

NOTE: If Contractor is a corporation, two signatures are required.

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Agreement Number: \_\_\_\_\_



## **ATTACHMENT A**

### **STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/21)[v.4]**

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-23. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

### **PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

### **PSC-44. COVID-19**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

## Required Insurance and Minimum Limits

Name: Kennedy Court Reporters, Inc.Date: 6/9/22Agreement/Reference: Court reporter 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

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

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**✓ General Liability** City of Los Angeles must be named as an additional insured party 1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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

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**✓ Professional Liability** (Errors and Omissions) 1,000,000
Discovery Period 12 months after completion of work or date of termination


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

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☐ \_\_\_\_\_

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

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**\_\_\_\_\_ Crime Insurance** \_\_\_\_\_

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**Other:** Provided to Cyndi Del Poso at LAFD. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>. 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. Professional liability insurance is required for any contractor or sub-contractor that requires a licensed professional to perform their duties as part of this agreement.

## **ATTACHMENT B**

### **FEE SCHEDULE FOR COURT REPORTERS**

## FEE SCHEDULE for COURT REPORTERS

### DEPOSITIONS & ADMINISTRATIVE HEARINGS

Deposition Rates	REMOTE	IN-PERSON
<b>Deposition Transcripts:</b>		
Transcript Maximum price per page: non-expert witness	\$6.25	\$6.25
Transcript Maximum price per page: expert witness/technical	\$6.75	\$6.75
<b>Deposition Per Diem Rate:</b>		
½ Day (4 hours or less)	\$325	\$375
Full Day (over 4 hours)	\$500	\$600
<b>Witness Non-Appearance Fee:</b>	<b>REMOTE</b>	<b>IN-PERSON</b>
with Affidavit of Non-Appearance	\$400	\$425
without Affidavit of Non-Appearance	\$350	\$375
<b>Administrative Hearing Rates:</b>	<b>REMOTE</b>	<b>IN-PERSON</b>
<b>Administrative Hearing Transcripts:</b>		
Original + Copy (10 Business Day Delivery), per page	\$7	\$7
<b>Administrative Hearing Per Diem Rate:</b>		
Half Day (4 hours or less)	\$400	\$500
Full Day (More than 4 hours)	\$800	\$900
<b>Rough Draft</b>	<b>REMOTE</b>	<b>IN-PERSON</b>
Rough Draft provided the same day or next day, per page	\$2.85	\$2.85
To be compensated at the expedited rate, the invoice must specify the delivery date and the time of the transcript as requested by the Los Angeles Fire Department staff.		

## JURY/BENCH TRIAL & COURT HEARINGS

Jury/Bench Trial & Court Hearing Per Diem		REMOTE	IN-PERSON
Full Day (over 4 Hours)		\$1,100	\$1,375
Half Day (0-4 Hours)		\$550	\$650
Transcripts		REMOTE	IN-PERSON
Original + Copy (10 Business Day Delivery), per page		\$6	\$6
ASCII/PDF Files (Emailed the same day)		REMOTE	IN-PERSON
Rough without transcript ordered, per page		\$3.50	\$3.50
Rough with transcript ordered, per page		\$3	\$3
LiveNote/Real-time Hookup, Including Rough Email Daily (rates are in addition to, not in place of, any transcript fees)		REMOTE	IN-PERSON
Without transcript ordered, per page		\$3.25	\$3.25
With transcript ordered, per page		\$2.50	\$2.50
For Judicial Officer, per page		\$2	\$2

## MISCELLANEOUS

Included With Each Transcript Ordered:		
A certified copy, condensed transcript, word index, concordance, ASCII disk, and PDF versions of both full and condensed transcripts sent via email is included at no additional charge with each transcript ordered.		
Exhibit Copies	REMOTE	IN PERSON
Exhibit copies (8.5" x 11 " –or– 8.5" x 14"), per page	(B/W) \$0.30	(B/W) \$0.30
	(Color) \$0.60	(Color) \$0.60
CD/DVD	\$7	\$7



Flash Drive	\$10	\$10
Exhibit copies, Oversize, per page  (Will not be paid unless a receipt is submitted along with invoice.)	Actual Cost Subject to pre-approval	Actual Cost subject to pre-approval
<b>Video Services</b>	<b>REMOTE</b>	<b>IN-PERSON</b>
Setup/Teardown (flat fee)	\$135	\$150
Video Services per hour (two-hour minimum + setup-teardown)	\$125	\$160
Video Hosting/Exhibit Tech	\$65/hr	N/A
Synchronized DVDs	\$62.50 NTE \$300/disc	\$62.50 NTE \$300/disc
<b><u>Special Delivery of Transcripts</u> (Regular delivery is 10 Business Days)</b>		
Special delivery and handling in excess of normal cost will be reimbursed when a Los Angeles Fire Department staff representing the City specifically requests that the transcript be delivered by messenger or sent to a witness or another party with a self-addressed stamped envelope. The Los Angeles Fire Department staff must indicate on the invoice that he or she requested special delivery and handling. A copy of the messenger's bill or additional postage for additional mailing must be attached to the court reporter's invoice.		
<b><u>Expedited Preparation</u> (* To be compensated at the expedited rate, the invoice must specify the delivery date and the date and time the expedited transcript was requested by City):</b>		
Same Business Day	110% markup	
Next Business Day	100% markup	
2-Day Expedite	90% markup	
3-Day Expedite	80% markup	
4-Day Expedite	70% markup	
5-Day Expedite	60% markup	
6-Day Expedite	50% markup	

7-Day Expedite	40% markup	
8-Day Expedite	30% markup	
9-Day Expedite	20% markup	
10 Business Days = Regular Delivery	No markup	
<b>Cancellation Fee</b>		
A cancellation fee of \$250 will apply if cancellations are not received before 4:00 p.m. of the business day prior to a scheduled appearance.		
<b>Parking and Mileage</b>		
Court reporter shall provide for his or her own parking. The City will not provide parking or mileage reimbursement.		
<b>Messenger/Overnight Delivery</b>		
Messenger/overnight delivery will be paid at actual cost when requested by the City. Messenger/overnight delivery costs will not be paid unless a receipt is submitted along with an invoice. The invoice must also specify the delivery date and the date and time the expedited transcript was requested by the City.		
<b>Additional Services</b>		
Vendor must obtain prior written approval from the Los Angeles Fire Department prior to providing any service not specifically listed on this fee schedule. The City shall have no obligation to pay for any such services or expenses unless written pre-approval has been obtained prior to Vendor's rendering of the service. The rate to be paid for any such services shall be negotiated between the City and the Contractor at the time such services are requested. All Court Reporters assigned to the Los Angeles Fire Department must have prior experience in Los Angeles Superior Courts.		

## **ATTACHMENT C**

### **CONFIDENTIALITY AGREEMENT**

**CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

I understand that my employer, Kennedy Court Reporters, Inc. , (hereinafter referred to as "Contractor") has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles (hereinafter referred to as "City") to provide various services to the Los Angeles Fire Department (hereinafter referred to as "LAFD").

Employee Acknowledgment

I understand that the "Contractor" is my sole employer for purposes of the Agreement between the "Contractor" and the "City".

I understand and agree that I am not an employee of the "City" for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the "City" during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between the "Contractor" and the "City".

Confidentiality Agreement

As an employee of the "Contractor," I may be involved with work pertaining to services provided by the "City", and if so, I may have access to confidential information pertaining to persons or entities represented by the City Attorney's Office or by a designated private law firm thereby creating a confidential attorney/client relationship between the City Attorney's Office or the private law firm and its client. All personnel who perform services pursuant to the Agreement between "Contractor" and the "City" are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the "City" has a legal obligation to protect all confidential information in its possession, especially medical information and other information that is protected by the attorney/client privilege.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between "Contractor" and the "City".

I agree to forward all requests for the release of information received by me to my immediate supervisor.

Further, I understand that I am obligated to maintain the confidentiality of any information provided for any purpose pursuant to the Agreement between "Contractor" and the City of Los Angeles. I understand that I am obligated to maintain the confidentiality of this information at all times, both at work and off duty, in accordance with all State and Federal statutes on confidentiality of medical information.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_