

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

LEX LINGUA COURT INTERPRETERS, INC.

for

TRANSLATION SERVICES

for the Los Angeles City Council Redistricting Commission

Said Agreement is Number C-XXXXXX

**Professional Services Agreement
TRANSLATION SERVICES
FOR THE LOS ANGELES CITY COUNCIL
REDISTRICTING COMMISSION**

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ATTACHMENTS

Attachment A – Standard Provisions (Rev. 10/17[v.3])

Attachment B – Confidentiality Agreement

AGREEMENT NUMBER C-XXXXXX
BETWEEN
THE CITY OF LOS ANGELES
AND
LEX LINGUA COURT INTERPRETERS, INC.
FOR
TRANSLATION SERVICES
LOS ANGELES CITY COUNCIL REDISTRICTING COMMISSION

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through the Los Angeles City Council Redistricting Commission, and Lex Lingua Court Interpreters, Inc., a California S-Corporation, having its principal office at 177 E. Colorado Blvd., Suite 200, Pasadena, CA 91105 ("Contractor") (collectively, the “Parties,” or individually, a “Party”).

WHEREAS, the Los Angeles City Council Redistricting Commission (hereinafter referred to as the "Commission"), has been established and designated under the Los Angeles City Charter to advise the City regarding the redistricting of the City Council district boundaries; and

WHEREAS, the Commission cooperates with members of the public, private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the Commission requires immediate community based outreach services; and

WHEREAS, Contractor’s services are professional in nature, and temporary and occasional in character; and

WHEREAS, it has been determined by the Executive Director of the Commission that a formal competitive bid process, in light of the time and expense such would require, is not reasonably practicable and compatible with the City’s interests; and

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been funded in the Fiscal Year 2020-2021 budget which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Los Angeles City Charter Section 204 and Council File No. 20-0668 dated May 28, 2020).

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, 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, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Lex Lingua Court Interpreters, Inc., at 177 E. Colorado Blvd., Suite 200, Pasadena, CA 91105.

1.2 Representatives of the Parties

The representatives of the 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:

Frank Cárdenas, Executive Director
Los Angeles City Council Redistricting Commission
200 North Spring Street, Room 275
Los Angeles, California 90012
frank.cardenas@lacity.org
(213) 220-4444

Invoices should be sent to:

Oscar Ixco, Legislative Analyst
Office of the Chief Legislative Analyst
200 North Spring Street, Room 255
Los Angeles, California 90012
oscar.ixco@lacity.org
(213) 473-5705

With copy to:

Ruben Viramontes, Fiscal Manager
Office of the City Clerk
200 N. Spring Street, 2nd Floor
Los Angeles, CA 90012
(213) 978-1083

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

Javier H. Morrone
Lex Lingua Court Interpreters, Inc.
177 E. Colorado Blvd., Suite 200
Pasadena, CA 91105
(626) 399-8263

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 will 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) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on August 11, 2021 and will terminate on October 29, 2021, unless extended through written amendment, or terminated earlier as provided herein.

3.0 SERVICES TO BE PROVIDED

Upon award of the contract, the Contractor will be required to provide the following services on an as-needed basis, including, but not limited to:

3.1 Translation: Provide translation at rounds of outreach aimed at select areas of the City that explain redistricting, why it's important, how redistricting benefits residents, and how they can participate. The Contractor will deliver the following outcomes:

- Provide real-time translation services during public hearings
- Provide real-time translation services during Commission meetings.
- Provide translation services during other meetings, as necessary and requested by the Commission.

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 with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City 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 satisfactory services not to exceed a rendered amount of forty thousand dollars (\$40,000) for the services described in Section 3.0 hereof.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

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

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 Section 5.1 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. If Contractor does not provide a full month of service, Contractor will bill a daily pro-rata share of the monthly fee for work completed, based on a thirty (30) day month. 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) Matter Name and Matter Number
5. Number of Pages, if any, and Rate for Service
6. Amount of invoice

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.

- 5.2.2 The Contractor shall notify the Office of the Chief Legislative Analyst within 10 business days when 80 percent of the maximum compensation has been reached. Notice must be sent to the address listed below:

Oscar Ixco, Legislative Analyst
Office of the Chief Legislative Analyst
200 N. Spring Street, Room 255
Los Angeles, California 90012
oscar.ixco@lacity.org
(213) 473-5705

6.0 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.

7.0 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").

Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term "Confidential Information" shall not include: (a) information which is in the public domain or which later comes into the public domain from a source other than the Contractor; (b) information where evidence exists reflecting that information was already known to Contractor; (c) information which comes to Contractor from a *bona fide* third party source not under an obligation of confidentiality; or (d) information which is independently developed by Contractor without use of or reference to Confidential Information or information containing Confidential Information. Contractor may disclose Confidential Information to the extent required by applicable law or governmental regulation or by subpoena or other valid legal process, provided that Contractor shall provide prior written notice to the City of any such release of 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 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 B. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

8.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

9.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 7.0 and 8.0 are provided to and apply to all subcontractors of this Agreement.

10.0 CONTINUED REQUIREMENTS

The requirements of this Section 7.0, 8.0, and 9.0 survive termination of the Agreement.

11.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this 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.

12.0 STANDARD PROVISIONS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3], a copy of which is attached hereto as ATTACHMENT A and incorporated herein by reference.

13.0 ORDER OF PRECEDENCE

In the event of an inconsistency between any of the provisions of this Agreement, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1) This Agreement;
- 2) Standard Provisions to City Contracts (Rev. 10/17 [v.3]);

3) Any other Attachments

[Signature page follows.]