

1 reference, in accordance with the standards of the profession, and City shall pay for
2 these services in the manner described below, not to exceed Fifty Thousand Dollars
3 (\$50,000) annually, at the rates or charges shown in Exhibit "B".

4 B. City shall pay Contractor in due course of payments following
5 receipt from Contractor and approval by City of invoices showing the services or
6 task performed, the time expended (if billing is hourly), and the name of the Project.
7 Contractor shall certify on the invoices that Contractor has performed the services
8 in full conformance with this Agreement and is entitled to receive payment. Each
9 invoice shall be accompanied by a progress report indicating the progress to date
10 of services performed and covered by the invoice, including a brief statement of any
11 Project problems and potential causes of delay in performance, and listing those
12 services that are projected for performance by Contractor during the next invoice
13 cycle. Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Contractor's
15 profession, industry or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 C. Contractor represents that Contractor has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 D. By executing this Agreement, Contractor warrants that
21 Contractor (a) has thoroughly investigated and considered the scope of services to
22 be performed, (b) has carefully considered how the services should be performed,
23 and (c) fully understands the facilities, difficulties and restrictions attending
24 performance of the services under this Agreement. It the services involve work upon
25 any site, Contractor warrants that Contractor has or will investigate the site and is
26 or will be fully acquainted with the conditions there existing, prior to commencement
27 of services set forth in this Agreement. Should Contractor discover any latent or
28 unknown conditions that will materially affect the performance of the services set

1 forth in this Agreement, Contractor must immediately inform the City of that fact and
2 may not proceed except at Contractor's risk until written instructions are received
3 from the City.

4 E. Contractor must adopt reasonable methods during the life of
5 the Agreement to furnish continuous protection to the work, and the equipment,
6 materials, papers, documents, plans, studies and other components to prevent
7 losses or damages, and will be responsible for all damages, to persons or property,
8 until acceptance of the work by the City, except those losses or damages as may
9 be caused by the City's own negligence.

10 F. CAUTION: Contractor shall not begin work until this
11 Agreement has been signed by both parties and until Contractor's evidence of
12 insurance has been delivered to and approved by City.

13 2. TERM. The term of this Agreement shall commence at midnight on
14 December 1, 2019, and shall terminate at 11:59 p.m. on November 30, 2021, unless
15 sooner terminated as provided in this Agreement, or unless the services or the Project is
16 completed sooner. The City shall have the option to extend the term for three (3) additional
17 one-year periods, at the discretion of the City Manager.

18 3. COORDINATION AND ORGANIZATION.

19 A. Contractor shall coordinate its performance with City's
20 representative, if any, named in Exhibit "C", attached to this Agreement and
21 incorporated by this reference. Contractor shall advise and inform City's
22 representative of the work in progress on the Project in sufficient detail so as to
23 assist City's representative in making presentations and in holding meetings on the
24 Project. City shall furnish to Contractor information or materials, if any, described in
25 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
26 perform any other tasks described in the Exhibit.

27 B. The parties acknowledge that a substantial inducement to City
28 for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
2 reference. City shall have the right to approve any person proposed by Contractor
3 to replace that key employee.

4 4. INDEPENDENT CONTRACTOR. In performing its services,
5 Contractor is and shall act as an independent contractor and not an employee,
6 representative or agent of City. Contractor shall have control of Contractor's work and the
7 manner in which it is performed. Contractor shall be free to contract for similar services to
8 be performed for others during this Agreement; provided, however, that Contractor acts in
9 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
10 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
11 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
12 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
13 the usual and customary rights, benefits or privileges of City employees. Contractor
14 expressly warrants that neither Contractor nor any of Contractor's employees or agents
15 shall represent themselves to be employees or agents of City.

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
19 duration of this Agreement, from insurance companies that are admitted to write
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best
21 Company or from authorized non-admitted insurance companies subject to Section
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
27 coverage shall include but not be limited to broad form contractual liability,
28 cross liability, independent contractors liability, and products and completed

1 operations liability. City, its boards and commissions, and their officials,
2 employees and agents shall be named as additional insureds by
3 endorsement (on City's endorsement form or on an endorsement equivalent
4 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
5 shall contain no special limitations on the scope of protection given to City,
6 its boards and commissions, and their officials, employees and agents. This
7 policy shall be endorsed to state that the insurer waives its right of
8 subrogation against City, its boards and commissions, and their officials,
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California
11 Labor Code and employer's liability insurance in an amount not less than
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives
13 its right of subrogation against City, its boards and commissions, and their
14 officials, employees and agents.

15 (c) Professional liability or errors and omissions insurance in an
16 amount not less than \$1,000,000 per claim.

17 (d) Commercial automobile liability insurance (equivalent in scope
18 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
19 amount not less than \$500,000 combined single limit per accident.

20 B. Any self-insurance program, self-insured retention, or
21 deductible must be separately approved in writing by City's Risk Manager or
22 designee and shall protect City, its officials, employees and agents in the same
23 manner and to the same extent as they would have been protected had the policy
24 or policies not contained retention or deductible provisions.

25 C. Each insurance policy shall be endorsed to state that coverage
26 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
27 written notice to City, shall be primary and not contributing to any other insurance
28 or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-
2 insurance maintained by Contractor. Contractor shall notify City in writing within five
3 (5) days after any insurance has been voided by the insurer or cancelled by the
4 insured.

5 D. If this coverage is written on a "claims made" basis, it must
6 provide for an extended reporting period of not less than one hundred eighty (180)
7 days, commencing on the date this Agreement expires or is terminated, unless
8 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
9 continuing coverage for a period of not less than three (3) years, commencing on
10 the date this Agreement expires or is terminated.

11 E. Contractor shall require that all sub-contractors or contractors
12 that Contractor uses in the performance of these services maintain insurance in
13 compliance with this Section unless otherwise agreed in writing by City's Risk
14 Manager or designee.

15 F. Prior to the start of performance, Contractor shall deliver to City
16 certificates of insurance and the endorsements for approval as to sufficiency and
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
18 insurance, furnish to City certificates of insurance and endorsements evidencing
19 renewal of the insurance. City reserves the right to require complete certified copies
20 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
21 time. Contractor shall make available to City's Risk Manager or designee all books,
22 records and other information relating to this insurance, during normal business
23 hours.

24 G. Any modification or waiver of these insurance requirements
25 shall only be made with the approval of City's Risk Manager or designee. Not more
26 frequently than once a year, City's Risk Manager or designee may require that
27 Contractor, Contractor's sub-Contractors and contractors change the amount,
28 scope or types of coverages required in this Section if, in his or her sole opinion, the

1 amount, scope or types of coverages are not adequate.

2 H. The procuring or existence of insurance shall not be construed
3 or deemed as a limitation on liability relating to Contractor's performance or as full
4 performance of or compliance with the indemnification provisions of this Agreement.

5 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
6 contemplates the personal services of Contractor and Contractor's employees, and the
7 parties acknowledge that a substantial inducement to City for entering this Agreement was
8 and is the professional reputation and competence of Contractor and Contractor's
9 employees. Contractor shall not assign its rights or delegate its duties under this
10 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
11 of City, except that Contractor may with the prior approval of the City Manager of City,
12 assign any moneys due or to become due Contractor under this Agreement. Any
13 attempted assignment or delegation shall be void, and any assignee or delegate shall
14 acquire no right or interest by reason of an attempted assignment or delegation.
15 Furthermore, Contractor shall not subcontract any portion of its performance without the
16 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
17 or contractor without approval prior to the substitution. Nothing stated in this Section shall
18 prevent Contractor from employing as many employees as Contractor deems necessary
19 for performance of this Agreement.

20 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
21 certifies that, at the time Contractor executes this Agreement and for its duration,
22 Contractor does not and will not perform services for any other client which would create a
23 conflict, whether monetary or otherwise, as between the interests of City and the interests
24 of that other client. And, Contractor shall obtain similar certifications from Contractor's
25 employees, sub-Contractors and contractors.

26 8. MATERIALS. Contractor shall furnish all labor and supervision,
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services
28 necessary to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "D".

2 9. OWNERSHIP OF DATA. All materials, information and data
3 prepared, developed or assembled by Contractor or furnished to Contractor in connection
4 with this Agreement, including but not limited to documents, estimates, calculations,
5 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
6 models, reports, summaries, drawings, designs, notes, plans, information, material and
7 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
8 and City shall have the unrestricted right to use and disclose the Data in any manner and
9 for any purpose without payment of further compensation to Contractor. Copies of Data
10 may be retained by Contractor but Contractor warrants that Data shall not be made
11 available to any person or entity for use without the prior approval of City. This warranty
12 shall survive termination of this Agreement for five (5) years.

13 10. TERMINATION. Either party shall have the right to terminate this
14 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
15 prior notice to the other party. In the event of termination under this Section, City shall pay
16 Contractor for services satisfactorily performed and costs incurred up to the effective date
17 of termination for which Contractor has not been previously paid. The procedures for
18 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
19 termination, Contractor shall deliver to City all Data developed or accumulated in the
20 performance of this Agreement, whether in draft or final form, or in process. And,
21 Contractor acknowledges and agrees that City's obligation to make final payment is
22 conditioned on Contractor's delivery of the Data to City.

23 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
24 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
25 performing its services, during the term of this Agreement and for five (5) years following
26 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
27 all information, whether written, oral or visual, obtained by any means whatsoever in the
28 course of performing its services for the same period of time. Contractor shall not disclose

1 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
2 of others except for the purpose of this Agreement.

3 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
4 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
5 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
6 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
7 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
8 to subpoena or court order.

9 13. ADDITIONAL SERVICES. The City has the right at any time during
10 the performance of the services, without invalidating this Agreement, to order extra work
11 beyond that specified in the RFQ or make changes by altering, adding to or deducting from
12 the work. No extra work may be undertaken unless a written order is first given by the City,
13 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
14 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
15 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
16 City Representative. Any greater increases, taken either separately or cumulatively, must
17 be approved by the City Council. It is expressly understood by Contractor that the
18 provisions of this paragraph do not apply to services specifically set forth in the RFQ or
19 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk
20 that the services to be provided pursuant to the RFQ may be more costly or time consuming
21 than Contractor anticipates and that Contractor will not be entitled to additional
22 compensation for the services set forth in the RFQ.

23 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
24 from any amount payable to Contractor (whether or not arising out of this Agreement) any
25 amounts the payment of which may be in dispute or that are necessary to compensate the
26 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
27 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
28 performing or failing to perform Contractor's obligations under this Agreement. In the event

1 that any claim is made by a third party, the amount or validity of which is disputed by
2 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
3 City may withhold from any payment due, without liability for interest because of the
4 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
5 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
6 indemnify and protect the City as elsewhere provided in this Agreement.

7 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
8 amended, nor any provision or breach waived, except in writing signed by the parties which
9 expressly refers to this Agreement.

10 16. LAW. This Agreement shall be construed in accordance with the laws
11 of the State of California, and the venue for any legal actions brought by any party with
12 respect to this Agreement shall be the County of Los Angeles, State of California for state
13 actions and the Central District of California for any federal actions. Contractor shall cause
14 all work performed in connection with construction of the Project to be performed in
15 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
16 county or municipal governments or agencies (including, without limitation, all applicable
17 federal and state labor standards, including the prevailing wage provisions of sections 1770
18 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
19 marshal, health officer, building inspector, or other officer of every governmental agency
20 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
21 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
22 conflict with any applicable laws, but the remainder of the Agreement will remain in full
23 force and effect.

24 17. PREVAILING WAGES.

25 A. Consultant agrees that all public work (as defined in California
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public
27 Work"), if any, shall comply with the requirements of California Labor Code sections
28 1770 *et seq.* City makes no representation or statement that the Project, or any

1 portion thereof, is or is not a “public work” as defined in California Labor Code
2 section 1720.

3 B. In all bid specifications, contracts and subcontracts for any
4 such Public Work, Consultant shall obtain the general prevailing rate of per diem
5 wages and the general prevailing rate for holiday and overtime work in this locality
6 for each craft, classification or type of worker needed to perform the Public Work,
7 and shall include such rates in the bid specifications, contract or subcontract. Such
8 bid specifications, contract or subcontract must contain the following provision: “It
9 shall be mandatory for the contractor to pay not less than the said prevailing rate of
10 wages to all workers employed by the contractor in the execution of this contract.
11 The contractor expressly agrees to comply with the penalty provisions of California
12 Labor Code section 1775 and the payroll record keeping requirements of California
13 Labor Code section 1771.”

14 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
15 constitutes the entire understanding between the parties and supersedes all other
16 agreements, oral or written, with respect to the subject matter in this Agreement.

17 19. INDEMNITY.

18 A. Consultant shall indemnify, protect and hold harmless City, its
19 Boards, Commissions, and their officials, employees and agents (“Indemnified
20 Parties”), from and against any and all liability, claims, demands, damage, loss,
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
22 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
24 in part, out of or in connection with (1) Consultant’s breach or failure to comply with
25 any of its obligations contained in this Agreement, including all applicable federal
26 and state labor requirements including, without limitation, the requirements of
27 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
28 omissions or misrepresentations committed by Consultant, its officers, employees,

1 agents, subcontractors, or anyone under Consultant's control, in the performance
2 of work or services under this Agreement (collectively "Claims" or individually
3 "Claim").

4 B. In addition to Consultant's duty to indemnify, Consultant shall
5 have a separate and wholly independent duty to defend Indemnified Parties at
6 Consultant's expense by legal counsel approved by City, from and against all
7 Claims, and shall continue this defense until the Claims are resolved, whether by
8 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
9 breach, or the like on the part of Consultant shall be required for the duty to defend
10 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
11 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
12 in the defense.

13 C. If a court of competent jurisdiction determines that a Claim was
14 caused by the sole negligence or willful misconduct of Indemnified Parties,
15 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
16 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
17 percentage of willful misconduct attributed by the court to the Indemnified Parties.

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 20. FORCE MAJEURE. If any party fails to perform its obligations
21 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
22 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
23 governmental regulations, governmental controls, judicial orders, enemy or hostile
24 governmental action, civil commotion, fire or other casualty, or other causes beyond the
25 reasonable control of the party obligated to perform, then that party's performance will be
26 excused for a period equal to the period of such cause for failure to perform.

27 21. AMBIGUITY. In the event of any conflict or ambiguity between this
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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22. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

2 D. Failure to comply with the EBO may be used as evidence
3 against the Consultant in actions taken pursuant to the provisions of Long Beach
4 Municipal Code 2.93 et seq., Contractor Responsibility.

5 E. If the City determines that the Consultant has set up or used its
6 contracting entity for the purpose of evading the intent of the EBO, the City may
7 terminate the Agreement on behalf of the City. Violation of this provision may be
8 used as evidence against the Consultant in actions taken pursuant to the provisions
9 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

10 24. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
14 to the City Clerk at the same address. Notice of change of address shall be given in the
15 same manner as stated for other notices. Notice shall be deemed given on the date
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

17 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
18 that Contractor has not employed or retained any entity or person to solicit or obtain this
19 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
20 commission or other monies based on or from the award of this Agreement. If Contractor
21 breaches this warranty, City shall have the right to terminate this Agreement immediately
22 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
23 due under this Agreement or otherwise recover the full amount of the fee, commission or
24 other monies.

25 26. WAIVER. The acceptance of any services or the payment of any
26 money by City shall not operate as a waiver of any provision of this Agreement or of any
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2 27. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
4 18, 21 and 28 prior to termination or expiration of this Agreement.

5 28. TAX REPORTING. As required by federal and state law, City is
6 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
7 Contractor shall be solely responsible for payment of all federal and state taxes resulting
8 from payments under this Agreement. Contractor shall submit Contractor's Employer
9 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
10 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
11 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
12 Contractor provides one of these numbers.

13 29. ADVERTISING. Contractor shall not use the name of City, its officials
14 or employees in any advertising or solicitation for business or as a reference, without the
15 prior approval of the City Manager or designee.

16 30. AUDIT. City shall have the right at all reasonable times during the
17 term of this Agreement and for a period of five (5) years after termination or expiration of
18 this Agreement to examine, audit, inspect, review, extract information from and copy all
19 books, records, accounts and other documents of Contractor relating to this Agreement.

20 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
21 designed to or entered for the purpose of creating any benefit or right for any person or
22 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TLC INTERPRETING & TRANSLATION SERVICES, LLC, a California limited liability company

January 15th, 2020

By Margarita de la Torre
Name Margarita de la Torre
Title CO-CEO

January 15th, 2020

By JG
Name Johanna Gonzalez
Title CO-CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

January 27, 2020

By Rebecca G. Garner
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER "City"

This Agreement is approved as to form on Jan. 23, 2020.

CHARLES PARKIN, City Attorney

By Charles Parkin TMA
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

EXHIBIT “A”



RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Language Access Program Document Translation and Meeting Interpretation

The Language Access Policy (LAP) seeks to promote greater access to City services, programs and resources for people with limited English language proficiency. Removing language barriers is critical to achieving equitable access to available City services.

The Language Access Program seeks to partner with subcontractors to provide document translation and interpretation at community meetings. The languages primarily needed are Spanish, Khmer, and Tagalog, although other languages are requested on a less frequent basis. The typical document requiring translation is approximately two pages. The typical community meeting requiring simultaneous interpretation is approximately two hours, and includes neighborhood meetings, forums, and other events. There are approximately 2-3 events that require interpretation each week. The Language Access Program will provide headsets and transmitters for event interpretation.

Is an interview or oral presentation needed? YES Tentative Date: _____
NO

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 3:00 PM on 11/22/2019:

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

Part (B) – Budget: (2 pages max)

- Rate sheet
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Francheska Deras at Francheska.Deras@longbeach.gov.



**Language Access Program Document Translation and Meeting Interpretation
RFQ HE18-099 PART II**

STAFF QUALIFICATIONS AND AVAILABILITY

TLC Interpreting & Translation Services, LLC has been in business since June 16, 2016. It is Certified as a Small Local Business Enterprise (SLB) and proudly a Minority-owned and Women-owned Business Enterprise (MBE/WBE). We currently hold business licenses in the cities of Long Beach, Lakewood, and Los Angeles, CA. Although small and fairly new, as TLC owners, we Johanna and Margarita have over 22 years of combined experience in interpreting and translating throughout diverse communities in Los Angeles County. We are very passionate about the services that we provide and have committed to our clients with professionalism and flexibility while maintaining open and transparent communication. We are each Certified by the California Judicial Council as Court Interpreters and also hold a medical certification by the Certification Commission for Healthcare Interpreters. As TLC we proudly graduated from the Los Angeles Small Business Academy Class of 2018 which was sponsored by the Los Angeles Department of Water & Power, the Port of Los Angeles, the Los Angeles World Airports, and the Department of Public Works, hosted at the University of Southern California. The academy gave us the opportunity to acquire a new wealth of knowledge in working with and navigating contract compliance in the city of Los Angeles.

We have experience in providing on site interpretation and document translation in a variety of fields. For example, we currently provide interpreting and translation services for the Service Employees International Union SEIU Local 2015, in languages such as Spanish, Armenian, Cantonese, Hmong, Korean, Mandarin, Russian, Tagalog and Vietnamese. Topics revolve around long term caregivers, who serve those with disabilities and the elderly, as well as contract negotiation at their facilities. We have successfully been able to provide and keep up with delivering last minute requested emergency document translation. We also have experience working with other nonprofit organizations such as First 5 LA, The Children's Institute, the Girls Club of Los Angeles, Providence Little Company of Mary, and Green Dot Public Schools. Specifically, our contract First 5 LA began in September of 2016 and has been renewed every year because we firmly believe we have been able to deliver successful results and meet the timelines for requests including expeditious deadlines and quick turnaround times. We provide Khmer and Spanish interpreting on site as well as document translation for First 5 LA communities. We also currently hold a contract with the Medical Board of California, the City of Los Angeles Ethics Commission and the Office of the City Attorney in Los Angeles.



Description of Lead Personnel and Qualifications:

Margarita de la Torre:

Margarita de la Torre is a Certified California Court Interpreter by the California Judicial Council and has over 17 years of experience in the field of interpretation and translation in the medical, community, legal, government, education, and conference settings as well as in coordination and management. She received her Bachelor's Degree in Health Care Administration and Translation and Interpretation Studies from California State University, Long Beach. She was the Manager of Customer and Interpreter Services at Long Beach Memorial Medical Center for eight years, where she developed the interpreting and translation department, implemented policies and procedures, and addressed customer satisfaction. She has been working independently for over eight years as an interpreter, translator, instructor, and is the Co-CEO & Co-Founder of TLC Interpreting & Translation Services, LLC. She is currently teaching Court Interpreting courses at Santa Ana Community College and Medical Spanish for Physician Assistant students at USC. Margarita will be performing some of the on-site Spanish interpreting services and Spanish document translation as described in this RFQ. She will also be handling the coordination of requests, logistics, communication and invoicing. She can be reached directly at (562) 506-5314.

Johanna Gonzalez:

Johanna Gonzalez is a Certified California Court Interpreter by the California Judicial Council as well as a Certified Medical Interpreter by the Certification Commission for Healthcare Interpreters and has over 5 years of experience in the field of interpretation and translation in the medical, legal, government, education, conference and community settings as well as coordination and management. She holds a Bachelor's Degree in Spanish and International Studies with a focus on Interpreting and Translation from California State University, Long Beach. Also, she completed the Criminal Court Proceedings intermediate and advanced courses at the Southern California School of Interpretation. She has been working independently for over five years as an interpreter, translator, and Co-CEO & Co-Founder of TLC Interpreting & Translation Services, LLC. Johanna will be performing some of the on-site Spanish interpreting services and Spanish document translation as described in this RFQ. She will also be handling the coordination of requests, logistics, communication and invoicing. She can be reached directly at (562) 335-0419.

Our team of Spanish, Khmer and Tagalog interpreters have extensive experience working in the Long Beach communities, and many members of various organization know them on a first name basis. They all have experience in legal, medical and community interpreting, and hold a vast amount of knowledge for interpreting and translation in different fields and different audiences.

AVAILABILITY:

All of TLC Interpreters and translators are available 7 days a week, during Holidays, and from 7:00 AM to 10:00 PM, evenings, weekends, any time and date that they are requested. Over the phone interpreters are available 24/7, on an as needed basis, and in any language.

EXHIBIT “B”



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

EXHIBIT 1

FEE SCHEDULE

[Please attach this form to your rate sheet and upload separately from the SOQ as per Section 4 of this RFQ.]

A handwritten signature in black ink, appearing to be "Johanna Gonzalez", written over a horizontal line.

Signed

The name "Johanna Gonzalez" written in black ink over a horizontal line.

Name of Respondent

The date "12/18/18" written in black ink over a horizontal line.

Date



INTERPRETING
&
TRANSLATION SERVICES

TLC INTERPRETING & TRANSLATION SERVICES

PROPOSED FEE SCHEDULE

TLC INTERPRETING & TRANSLATION FEE SCHEDULE		
	FEE	MINIMUM
INTERPRETING		
Spanish – 3 hours minimum;	\$90/hour	\$270/3 hour minimum
Khmer – 3 hours minimum	\$120/hour	\$360/3 hour minimum
Other Languages – 3 hours minimum	\$120/hour	\$360/3 hour minimum
TRANSLATION of Documents		
Spanish	\$0.16 to \$0.30 per word	Depending on volume
Spanish (Rushed) for last minute requests, we will take into consideration the length of the document, technicality, and requested turnaround time (such as same day)	\$0.31 to \$0.35 per word	\$35-\$75 minimum
Khmer	\$0.20 to \$0.35 per word	Depending on Volume
Khmer (Rushed) for last minute requests, will take into consideration the length of the document, technicality, and requested turnaround time (such as same day)	\$0.36 to \$0.40 per word	\$35-\$100 minimum
Layout/Formatting	Surcharge may be added	
OTHER		
Editing Translations (upon request)	\$0.16 to \$0.35 per word	\$35-\$75 minimum
Other Languages	\$0.16 to \$0.30 per word	Depending on volume
Other Languages - (Rushed) for last minute requests, will take into consideration the length of the document, technicality, and requested turnaround time (such as same day)	\$0.31 to \$0.35 per word	\$35-\$100 minimum
SIMULTANEOUS INTERPRETING EQUIPMENT		
Receiver w/headphone	\$4.25 each	
Transmitter w/mic – 1 minimum	\$35.00 each	\$50.00 Minimum



TLC INTERPRETING & TRANSLATION SERVICES

PROPOSED FEE SCHEDULE

- ▶ **INTERPRETING TERMS AND CONDITIONS FOR ALL LANGUAGES:**
 - ▶ Starts at 15-30 minutes before for set-up for equipment testing and distribution
 - ▶ There is 3 hours minimum for all jobs, anything beyond 3 hours will be billed at one-hour increments
 - ▶ Cancellation, changes or rescheduling policy of twenty-five (25) hours (excluding weekends and holidays). The amount originally scheduled will be charged for cancellations made without at least twenty-four (24) hours' notice.
 - ▶ Most languages, including ASL, will require two (2) interpreters for any assignment that is scheduled to last beyond 1 hour will require for simultaneous interpreting. Some exceptions can be made, see below. This will maintain a high standard of accuracy throughout the entire meeting and will prevent cognitive fatigue.
 - ▶ Spanish will require one (1) interpreter for assignments lasting less than 2 hours, anything over 2 hours will require two interpreters. This will maintain a high standard of accuracy throughout the entire meeting and will prevent cognitive fatigue.
 - ▶ Parking: Parking is charged to the CITY when applicable.
 - ▶ Mileage: TLC will make a good effort to always schedule independent contractors who are in or near the city of Long Beach, and avoid the cost of mileage. If there is a last-minute request, or an exotic language with a limited availability of independent contractors, who have to travel, anything 25 miles or beyond each way, the CITY will incur a charge for round trip mileage at the standard IRS rate, in order to reimburse the independent contractors for travel. This additional cost will be discussed by contractor (TLC) with the city for approval on each occasion.
 - ▶ Travel Time for assignments to other cities: TLC will make a good effort to always schedule independent contractors who are in or near the city of Long Beach, and avoid the cost of travel. However, if a request is made and an independent contractor has to travel 1.5- 2 hours each way or more, the time will be charged at \$60.00 per hour with 30-minute increments. This additional cost will be discussed by contractor (TLC) with the city for approval on each occasion.
 - ▶ Travel outside the city of Long Beach, out of state or out of the country: Arrangements can be made between TLC and the CITY of Long Beach for local independent contractors to travel to special events. Fees will be discussed on a case by case basis, for travel, accommodations and per diems.
 - ▶ Equipment Rental: TLC can provide high quality equipment with clear sound and comfortable headsets, to any event or meeting upon request. Transmitters can accommodate 1 or up to 7 languages for events held in several languages.



TLC INTERPRETING & TRANSLATION SERVICES

PROPOSED FEE SCHEDULE

- ▶ TLC interpreters and translators are qualified and/or certified by the state or federally to perform the language services requested.
- ▶ TLC is flexible and open to negotiating of fees to fit the CITY's needs and budget in the second part of this RFQ.

OTHER LANGUAGES AVAILABLE:

TLC Interpreting & Translation Services, LLC has a vast database of community, medical and legal interpreters in a variety of languages who can be contracted for any service upon request.

These languages include, but are not limited to:

- ▶ Spanish
- ▶ Khmer (Cambodian)
- ▶ Tagalog
- ▶ American Sign Language (ASL)
- ▶ Cantonese
- ▶ Korean
- ▶ Mandarin
- ▶ Vietnamese
- ▶ Armenian
- ▶ Arabic
- ▶ and more

EXHIBIT “C”

City’s Representative(s):

Francheska Deras, Language Access Program
Coordinator

(562) 570-7177

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Margarita de la Torre and Johanna Gonzalez,
Owners