

AGREEMENT WITH VERITEXT LLC TO PROVIDE COURT REPORTING AND TRANSCRIPTION SERVICES

THIS AGREEMENT is made and entered into on this 6th day of September, 2022 by and between Veritext, LLC, a Delaware limited liability company registered to do business in California ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of providing court reporting and transcription services for administrative hearings including but not limited to Personnel Board hearings.
- B. Consultant represents that Consultant is able and willing to provide such services to the City and has provided services to the City related to current engagement with separate City departments.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed \$150,000.
- b. The City agrees to compensate Consultant for services provided since October 1, 2021, including, but not limited to, the invoices referenced in **Exhibit B**. Consultant agrees to provide City with all invoices for services rendered by Consultant, prior to the effective date above, by September 30, 2022.
- c. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in

the Recitals that may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above until June 30, 2024, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 14, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

8. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

9. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

10. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

11. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

12. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

13. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Notwithstanding this section, Contractor shall have the right to subcontract with independent contractors' to serve as translators, court reporters and videographers pursuant to this Agreement. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

14. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case, such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes, as the City deems appropriate.

- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

15. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

18. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Human Resources
Department
City of Santa Ana
20 Civic Center Plaza (M-24)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-6515

To Contractor:

Veritext LLC
Regional Vice President
707 Wilshire Blvd.
Suite 3500
Los Angeles, CA 90017
Fax: 213- 652- 1801

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

19. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- c. The Parties agree that this Agreement may be signed electronically and in counterparts via email, fax or electronic transmission. All counterparts will be compiled into one Agreement and that Agreement will operate as the original Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant Attorney


By: Matthew Spievak
Title: VP Operations - Northern CA

RECOMMENDED FOR APPROVAL:

Jason Motsick
Executive Director,
Human Resources Department

| Services | Pricing |
|--------------------------------------|--------------------------|
| Original + Two certified transcripts | \$5.75 / page per party* |
| Original + One certified transcript | \$7.50 / page* |
| Attendance Fee Per Diem | \$1,250 full day ** |
| Rough Transcript | \$1.95 / page |
| Interactive Real-time | \$2.10 / page |

*Hold Notes/No original transcript ordered – 75% of the O&1 plus appearance fee.

**Additional costs may apply for in-person and hybrid proceedings.

**This can be split between two parties.

Next Business Day Delivery 110% of page rate, **Expedited Delivery** 10% / business day

Standard Delivery (Approximately 10-15 business days)

Litigation Support

Condensed Transcript

Complimentary

Litigation Package (includes ASCII, PDF, Linked PDF, TextMap & digital) \$55.00 / transcript - \$80 with LEF/SBF files

Additional Court Reporter Costs

eDelivery & Handling

\$35.00

Production & Processing

\$50.00

MyVeritext Client Portal

Complimentary

Cancellation – (after 4pm previous business day)

Above per diem applies

Remote Arbitration Session

\$295 / per day

Concierge Remote Deposition Support (two-hour minimum)

\$175.00 / hour (includes breakout rooms)

Exhibit Share (paperless exhibit platform)

\$425.00 / day per presenting firm

Weekend and Holiday Per Diem

\$500 / half day | \$1,000 / full day

Overtime, before 9:00am/after 6:00pm, and waiting time

\$115.00 / hour

Conference Rooms - Veritext locations

\$150.00 / day



Confidential Proposal. These rates are valid as of the date provided – Veritext reserves the right to modify these rates. Please note that other charges may apply. **A late cancellation fee will be charged for cancellation of ALL services after 4PM the previous business day.** A late scheduling fee may apply to anything scheduled later than 2PM the previous business day. Minimums and additional charges apply for most services along with delivery and processing. Please call for a quote on specialized services or requests. Veritext does not authorize the release or distribution of these rates to any law firm, court reporting agency or litigation support services entities.



Paul Hilts
Account Executive
philts@veritext.com

Veritext, LLC
California Region


Bill To: Lori Schnaider Recording Secretary
 City of Santa Ana
 20 Civic Center Plaza
 7th Floor
 Santa Ana CA 92701

Remit To: Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Marie Vernon at 1-800-955-2421 or finance@veritext.com

| Statement Date: 6/4/2022 | | | | | | | Total Balance Due: | | \$15,093.48 |
|--------------------------|--------------|---------|------------|--|------------------------------------|------|--------------------|--------------------|-------------|
| Invoice # | Invoice Date | Job # | Job Date | Caption | Contact | Type | Aged | Balance Due | |
| 5377772 | 11/9/2021 | 4859956 | 10/27/2021 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 207 | \$1,349.52 | |
| 5444197 | 12/8/2021 | 4859960 | 12/1/2021 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 178 | \$1,979.92 | |
| 5444198 | 12/8/2021 | 4859961 | 12/2/2021 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 178 | \$2,420.17 | |
| 5507754 | 1/11/2022 | 5020504 | 1/10/2022 | City of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 144 | \$419.80 | |
| 5642622 | 3/15/2022 | 5020519 | 3/2/2022 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 81 | \$2,450.41 | |
| 5650976 | 3/17/2022 | 5020522 | 3/7/2022 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 79 | \$2,486.22 | |
| 5665036 | 3/23/2022 | 5121598 | 3/14/2022 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 73 | \$2,471.89 | |
| 5766022 | 5/9/2022 | 5121603 | 4/27/2022 | City Of Santa Ana Personnel Board Hearings v | Lori Schnaider Recording Secretary | O | 26 | \$1,515.55 | |
| | | | | | | | Total: | \$15,093.48 | |

| Current | 31-60 Days | 61-90 Days | > 90 Days | Total |
|------------|------------|------------|------------|-------------|
| \$1,515.55 | \$0.00 | \$7,408.52 | \$6,169.41 | \$15,093.48 |

Please Remit Payment To:

Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

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