

CITY OF CULVER CITY
STANDARD GENERAL SERVICES AGREEMENT
WITH: LIGHTHOUSE SERVICES, LLC
FOR: ANONYMOUS REPORTING HOTLINE SERVICES

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and LIGHTHOUSE SERVICES, LLC, hereinafter referred to as "Provider."

1. PROVIDER'S SERVICES. Provider agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of five years, commencing on the effective date pursuant to Section 29 of this Agreement. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Provider pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Provider shall not perform any work under this Agreement until (a) Provider furnishes proof of insurance as required under Section 7 of this Agreement; and, (b) City gives Provider a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____ shall be the designated Provider Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Provider Representative shall actually perform, or provide immediate supervision of Provider's performance of, the Scope of Service.
6. INDEMNIFICATION. To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising out of or in any manner related to

this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Provider agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Provider to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Provider of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Provider, City or any Indemnitee.

The duty to defend shall be at Provider's sole cost and expense, with legal counsel approved by City. If City elects to provide its own defense, Provider shall reimburse City for any expenditures, including reasonable attorneys' fees and costs related to such defense.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Provider shall procure and maintain, at Provider's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. CONFIDENTIALITY. Provider agrees that it is prohibited from disclosing or using any information obtained in connection with its performance under this Agreement ("Confidential Information") for any purpose other than to carry out the purposes of providing hotline reporting services to City. Provider further agrees to comply with any and all applicable federal, state and local laws and regulations concerning privacy of information. In the event Provider is required by applicable law, rule, regulation or court order to disclose any Confidential Information, Provider shall promptly notify City in writing so that City may seek a protective order or other appropriate remedy prior to Provider making any such disclosure.
9. INDEPENDENT CONTRACTOR STATUS. City and Provider agree that Provider, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Provider shall be free to contract for similar service to be performed for other employers while under contract with City. Provider is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Provider shall be responsible to pay and hold City harmless from any and all payroll and

other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

10. NON-APPROPRIATION OF FUNDS. Payment due and payable to Provider for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Provider's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
11. ASSIGNMENT. This Agreement is for the specific services with Provider as set forth herein. Any attempt by Provider to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Provider may assign payments due under this Agreement to a financial institution.
12. RECORDS AND INSPECTIONS. Provider shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Provider shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
13. OWNERSHIP OF PROVIDER'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Provider in performance of this Agreement, or at any earlier or later time when the same may be requested by City (collectively, "Work Product"). Work Product shall be transmitted to City within ten (10) days after a written request therefor. Provider may retain copies of the Work Product. All Work Product shall be provided to City in digital and in hard copy form, when feasible. Work Product shall not include Personal Identifying Information (PII), that is disclosed to Provider by the reporter. Personally Identifying Information is any data that could potentially identify a specific individual and any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data. Provider shall have no obligation to provide Personal Identifying Information to City. This Section shall survive termination of the Agreement.
14. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the

next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City: City of Culver City
Attention: Onyx Jones, Chief Financial Officer
9770 Culver Boulevard
Culver City, CA 90232-0507

To Provider: Lighthouse Services, Inc.
1710 Walton Rd., Suite 204
Blue Bell, PA 19422


15. TAXPAYER IDENTIFICATION NUMBER. Provider shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
16. PERMITS AND LICENSES. Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
17. APPLICABLE LAWS, CODES AND REGULATIONS. Provider shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.
18. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Provider shall not discriminate against any employee or applicant for employment because of ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
19. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
20. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
21. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

22. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Provider shall be construed to be both a covenant and a condition.
23. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
24. EFFECT OF TERMINATION. Upon termination as stated in Section 23 of this Agreement, City shall be liable to Provider only for work satisfactorily performed by Provider up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Provider need be compensated only to the extent required by law. Further, upon termination of this Agreement, City agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Provider. Services are based on normal commercial use and are subject to Lighthouse's Reasonable Use Policy available at http://www.lighthouse-services.com/documents/reasonable_use_policy.pdf.
25. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
26. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
27. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Provider regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns. If any conflict arises between this Agreement and any incorporated provisions of the proposal, then the terms of this Agreement shall control.
28. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City.

30. AUTHORITY TO ENTER INTO AGREEMENT. The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

LIGHTHOUSE SERVICES, LLC,

Dated: 9/26/19

By 
Andy Bronstein
Principal

CITY OF CULVER CITY, CALIFORNIA

Dated: 10/4/19

By 
John Nachbar
City Manager

APPROVED AS TO CONTENT:


Onyx Jones
Chief Financial Officer

APPROVED AS TO FORM:



Carol A. Schwab
City Attorney

EXHIBIT A

CITY OF CULVER CITY

STANDARD GENERAL SERVICES AGREEMENT

WITH: LIGHTHOUSE SERVICES, LLC

FOR: ANONYMOUS REPORTING HOTLINE SERVICES

SCOPE OF SERVICE

Provider shall host an anonymous reporting hotline service (the "Services") for City, including, but not limited to, the following:

- Provide the Services to City on a twenty-four hour per day, seven days a week, 365 days per year basis.
- Provide City with an online Case Management System, a toll-free number, website, facsimile number and e-mail address that can be utilized by all United States, Canadian, and Mexican based employees or third parties.
- All contact reports will be assigned a unique File ID and shall be retained by Provider so long as City remains a client of Provider. Due to the requirements of City's records retention guidelines, in the event of expiration or termination of this Agreement, and upon request from City, Provider shall turn over all contact reports to City to be appropriately retained for all legally required periods.
- Provide City a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. City is charged a \$75.00 fee for reports in languages other than English or Spanish.
- Provider will maintain network security as reasonably necessary to protect the anonymity of the reporter.
- Provide reporters with an option of follow-up communications.
- Provider will maintain adequate capacity on its network during the term of this Agreement to meet City's usage requirements.
- In Addendum A attached, City will list all recipients designated to receive the contact reports, which may be revised from time to time by City.

EXHIBIT B

CITY OF CULVER CITY

STANDARD GENERAL SERVICES AGREEMENT

WITH: LIGHTHOUSE SERVICES, LLC

FOR: ANONYMOUS REPORTING HOTLINE SERVICES

SCHEDULE OF COMPENSATION

(Fixed Cost Basis)

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, City shall pay Provider a fee not to exceed a total amount of \$950.00 annually.
2. BILLING. Provider shall submit an invoice annually to the City at the following address:

City of Culver City
Attn: Onyx Jones, Chief Financial Officer
9770 Culver Boulevard
Culver City, CA 90232-0507
3. TIME OF PAYMENT. Payment to Provider shall be made within thirty (30) days after submittal of Provider's invoice and approval by City, in accordance with City's normal demand procedure.

EXHIBIT C

CITY OF CULVER CITY

STANDARD GENERAL SERVICES AGREEMENT

WITH: LIGHTHOUSE SERVICES, LLC

FOR: ANONYMOUS REPORTING HOTLINE SERVICES

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
 - b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
 - c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
 - d. Reserved; and
 - e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
2. Reserved.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
4. If the Agreement will have Consultant employees working within the City limits, Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-VIII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

Addendum A – Report Recipients and User Type

Report Recipients - List below any individuals who will receive via email report notifications for report types which they are identified. It is considered a best practice to have more than one designated recipient per report, although not a requirement.

The Case Management System (CMS) is a database of your hotline activity. **You are required to have a minimum of one CMS Administrator.** There is no limit to the number of CMS users you can have.

CMS User Types:

- CMS Administrator - has unimpeded access to your entire online database of reports, updates information, assigns Investigators and manages users.
- CMS Investigator - has limited access to the CMS, can interact only with reports they have been assigned to by an Administrator.

For additional CMS users complete and return the workbook located [here](#).

Fraud Report Recipients

		CMS User Type (choose one)
Name Carol Schwab	Title City Attorney	Administrator or Investigator
Email Address carol.schwab@culvercity.org	Phone (310) 253-5660	☒ ☒
Name Onyx Jones	Title Chief Financial Officer	Administrator or Investigator
Email Address internal.controls@culvercity.org	Phone (310) 253-6016	☒ ☒
Name Serena Wright	Title Assistant City Manager	Administrator or Investigator
Email Address serena.wright@culvercity.org	Phone (310) 253-5642	☒ ☒

HR Report Recipients

check if same as above

CMS User Type (choose one)

Name Mark Steranka	Title Partner	Administrator or Investigator
Name Carol Schwab	Title City Attorney	Administrator or Investigator
Email Address carol.schwab@culvercity.org	Phone (310) 253-5660	☒ ☒
Name Serena Wright	Title Assistant City Manager	Administrator or Investigator
Email Address serena.wright@culvercity.org	Phone (310) 253-5642	☒ ☒
Name Onyx Jones	Title Chief Financial Officer	Administrator or Investigator
Email Address internal.controls@culvercity.org	Phone (310) 253-6016	☒ ☒

Compliance and Ethics Report Recipients

check if same as above

CMS User Type (choose one)

Name Carol Schwab	Title City Attorney	Administrator or Investigator
Email Address carol.schwab@culvercity.org	Phone (310) 253-5660	☒ ☒
Name Serena Wright	Title Assistant City Manager	Administrator or Investigator
Email Address serena.wright@culvercity.org	Phone (310) 253-5642	☒ ☒
Name Onyx Jones	Title Chief Financial Officer	Administrator or Investigator
Email Address internal.controls@culvercity.org	Phone (310) 253-6016	☒ ☒



Coverage in Canada

Check if reports will be received from Quebec.

Alternate Routing Instructions

If a recipient for reports above is named as an offender in a report you may provide alternate routing instructions here:

Check if alternate routed reports should be withheld from being uploaded to the CMS. As a result they will not be visible to CMS administrators.

INSURANCE WAIVER

From: Chokshi, Punit

Sent: Monday, August 12, 2019 3:33 PM

To: Baker, Heather <heather.baker@culvercity.org>; Graves, Pam <Pamela.Graves@culvercity.org>

Cc: Jones, Onyx <Onyx.Jones@culvercity.org>; McAdoo, Erica <Erica.McAdoo@culvercity.org>

Subject: FW: Request for Waiver of Insurance Requirement

Hi Heather,

Here is the request for waiver and attached is their insurance policy.

Thank you,

Punit Chokshi

Finance Department

City of Culver City

(310) 253-5835

From: Chris Mowery <cmowery@lighthouse-services.com>

Sent: Thursday, August 8, 2019 8:09 AM

To: Chokshi, Punit <punit.chokshi@culvercity.org>

Subject: Request for Waiver of Insurance Requirement

Punit,

Good morning.

Please let this email serve as a request for a waiver regarding Exhibit C, Insurance Requirements.

We don't comply with Exhibit C, paragraph C because our insurance carrier is not licensed to do business in California.

The relevant policy limit requirements will be satisfied in US dollars.

Regards,

Chris

Christopher T. Mowery

Sales, Key Accounts

Lighthouse Services, LLC

1710 Walton Road, Suite 204, Blue Bell, PA 19422

Main: 215.884.6150 | Direct 215.392.6780 | Fax: 215.689.3885

Email: cmowery@lighthouse-services.com