

## ATTACHMENT B to RFP – SAMPLE CONTRACT

### AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND **NAME OF ORGANIZATION** FOR E-RATE CONSULTANT SERVICES

**This Agreement** is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and **NAME OF ORGANIZATION** (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, The Federal Communications Commission (FCC) makes federal funds available to schools and library for telecommunications services through a program known as E-Rate; and

**WHEREAS**, The Library seeks an agreement with a qualified and experienced organization to provide consulting services for the E-Rate Program to the Library on an as-needed and as-requested basis; and

**WHEREAS**, On August 11, 2022, the Board approved the release of a Request for Proposals for E-Rate Consultant Services (RFP); and

**WHEREAS**, On **MONTH XX, 20XX**, the RFP was released and on **MONTH XX, 20XX**, Contractor was one (1) of **X (X)** proposers who submitted a response to the RFP; and

**WHEREAS**, On **MONTH XX, 20XX**, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more economical and feasible to have this work performed by an independent contractor than by City employees; and

**WHEREAS**, On **MONTH XX, 20XX**, the Board approved the award of an Agreement with Contractor for E-Rate Consultant Services on an as-needed basis and as-requested basis; and

**WHEREAS**, Funds are available to compensate the Contractor for services in accordance with this Agreement; and

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

## **I.0 DOCUMENTS**

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference as Exhibit A.
- I.3 The Request for Proposals for E-Rate Consultant Services issued on MONTH XX, 20XX, which is attached hereto and incorporated herein by reference as Exhibit B.
- I.4 Contractor's response to the Request for Proposals for E-Rate Consultant Services, which is attached hereto and incorporated herein by reference as Exhibit C.

## **2.0 ORDER OF PRECEDENCE**

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).
- 2.3 The Request for Proposals for E-Rate Consultant Services (Exhibit B).
- 2.4 Contractor's response to the Request for Proposals for E-Rate Consultant Services (Exhibit C).

## **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

## **4.0 TERM OF AGREEMENT**

The term of this Agreement shall be for one (1) year with four (4) one-year options to renew at the sole discretion of the City Librarian, or designee. The initial term of this Agreement shall begin upon the date of execution.

## **5.0 SCOPE OF WORK**

- 5.1 Contractor shall provide the types of E-Rate Consultant Services to the LIBRARY as described in Exhibit B ("Request for Proposals for E-Rate Consultant Services") of this Agreement.
- 5.2 Contractor shall maintain membership with the E-Rate Management Professionals Association (E-MPA) throughout the term of this Agreement.

## **6.0 PAYMENT**

The amount payable to Contractor for services and materials during the term of this Agreement shall be as proposed in the Contractor's response to the Request for Proposals for E-Rate Consultant Services (Exhibit C).

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. The total payment from Library to Contractor for services and materials acquired in accordance with this Agreement will not exceed **\$150,000** per fiscal year (July 1st – June 30th). No amount of work or compensation is guaranteed.

## **7.0 BILLING AND INVOICES**

7.1 Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

7.2 To ensure that services provided under personal services agreements are measured against services as detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- A. Name and address of Contractor
- B. Name and address of City Department being billed (Library Department)
- C. Date of invoice and period covered
- D. Agreement Number or Authority Number
- E. Description of completed task and amount due for task
- F. Remittance address

7.3 All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 11.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days

to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than sixty (60) days after receipt by the Library.

- 7.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time.

Invoices shall be submitted via hard copy to:

Los Angeles Public Library  
Attention: Alex Mui (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

Or via electronic mail to the Library Representative listed in Section 11.0 ("Contract Representatives") of this Agreement.

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

**8.0 TERMINATION**

Notwithstanding Section 4.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement without cause on thirty (30) days written notice by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the other Party. In the event of termination, Contractor shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**9.0 OWNERSHIP**

All documents and records (hereinafter collectively referred to as "documents") provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

**10.0 AMBIGUITY**

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

**11.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent.

Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five (5) working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name:  
Title:  
Address:

Mobile:  
Office:  
Email:

**LIBRARY'S REPRESENTATIVE**

Name: Alex Mui  
Title: Director of Systems  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-XXXX  
Email: [amui@lapl.org](mailto:amui@lapl.org)

Formal notices, demands and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

**12.0 INDEPENDENT CONTRACTOR**

Contractor's relationship to Library in the performance of this Agreement is that of an independent Contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**13.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the

expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

**14.0 NO THIRD-PARTY BENEFICIARIES**

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

**15.0 CONFIDENTIALITY**

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

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

**16.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

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

**17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 15.0 ("Confidentiality") and 16.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

**18.0 CONTINUED REQUIREMENTS**

The requirements of this Sections 15.0 ("Confidentiality"), 16.0 ("Contractor's Interaction with the Media"), and 17.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

**19.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that Contractor providing services to Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement and therefore, the Library cannot

estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

**20.0 BORDER WALL BID DISCLOSURE**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” Library may terminate this Contract at any time if Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**21.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT/AGREEMENT NO. \_\_\_\_\_

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
NAME  
Title  
Company Name

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_

Date \_\_\_\_\_