

**CONTRACT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
RESOLVER, INC.  
FOR THE DEVELOPMENT OF AN INCIDENT REPORTING APPLICATION**

**This Contract** 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 *Resolver, Inc.* (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties." The Contract is effective as of the date that the last signatory signs below (the "Effective Date").

**WHEREAS**, the Library requires the professional services of a qualified individual or organization to oversee the design and development of an incident reporting application to: document incidents that occur on Library property; allow for follow-up reminders and activities; distribute accurately for the appropriate action (e.g., building maintenance, security, management, etc.); develop and/or track suspension letters, stay-away orders, and restraining orders; and provide Library staff with tools to monitor and analyze use to improve Library operations;

**WHEREAS**, on February 27, 2023, the Board approved the release of a Request for Proposals (RFP) to find a qualified entity to develop an incident reporting application;

**WHEREAS**, on March 8, 2023, the RFP was released and an optional Pre-Proposal Conference was held on April 19, 2023. On May 17, 2023, the Library received six proposals;

**WHEREAS**, Library staff reviewed the proposals and found all to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals. Contractor received the highest overall score and was found to best meet the needs of the Library;

**WHEREAS**, on February 27, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10), and 1022, and Los Angeles Administrative Code Sections 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous, and that it is more feasible to have this work performed by an independent contractor than by City employees;

**WHEREAS**, on September 14, 2023, the Board approved the award of this Contract to Contractor;

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

- I.1 The Contract.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- I.3 The Request for Proposals for the Development of an Incident Reporting Application issued on March 8, 2023, which is attached and incorporated by reference as Exhibit B.

## **2.0 ORDER OF PRECEDENCE**

This Contract 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 Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFP (Exhibit B).

## **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

## **4.0 TERM OF CONTRACT**

The term of this Contract shall be for three years and shall begin on the Effective Date.

## **5.0 SCOPE OF WORK**

Contractor shall oversee the design and development of an incident reporting application for the Library including, but not limited to the activities, projects, and assignments as described in Exhibit B of this Contract.

- 5.1 Contractor shall provide the Library with logins to Project Tracker and Sandbox.
- 5.2 Contractor shall provide personalization and Library data import and requirements gathering.
- 5.3 Contractor shall provide a functional site configured to Library business processes defined during requirements gathering.
- 5.4 Contractor shall import data into Resolver environment.

- 5.5 Contractor shall provide Administrator training sessions and “Train-the-Trainer” sessions on application functionality.
- 5.6 Contractor shall provide access for (25) Full Users and (500) Limited Users.
- 5.7 Contractor shall provide administrator and technical support for the full term of the Contract.

## **6.0 PAYMENT**

Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The Library shall pay Contractor an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000) during the term of the Contract for the complete and satisfactory performance of the scope of work. Payment during year one of the Contract is as follows:

Subscription fee: \$37,000

Implementation fee: \$12,000

Data Migration fee: \$225 per hour, estimated to require 22 hours for a total cost of \$4,945. If additional hours are required to complete Data Migration, additional services may be provided at an hourly rate of \$225, upon written approval of the Project Manager.

Payment during year two and year three is as follows:

Subscription fee: \$37,000 annually.

## **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 are measured against the services detailed in this Contract, 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. Contract 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 and 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 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 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 make written requests for 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 electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library  
Attention: Mary McCoy (M/S 300)  
Library Experience Office  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

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, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

## **8.0 OWNERSHIP**

All documents and records provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

## **9.0 AMBIGUITY**

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

## **10.0 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 working days of such change.

### **CONTRACTOR'S REPRESENTATIVE**

Name: Michael Bruzzese  
Title: Account Executive  
Address: 111 Peter St., Suite 804  
Toronto, ON M5V 2H1  
Telephone: (647) 494-7967  
Email: [michael.bruzzese@resolver.com](mailto:michael.bruzzese@resolver.com)

### **LIBRARY'S REPRESENTATIVE**

Name: Mary McCoy  
Title: Senior Librarian  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7298  
Email: [mmccoy@lapl.org](mailto:mmccoy@lapl.org)

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

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 Contract, within five business days of such change.

## **11.0 INDEPENDENT CONTRACTOR**

Contractor's relationship to Library in the performance of this Contract 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 Contract 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 connection with this Contract 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.

## **12.0 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 Contract, in their original form, in accordance with requirements prescribed

by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of this Contract, or the termination date of this Contract, 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 Contract or within the 48 months following the final payment made by City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Contract.

### **13.0 NO THIRD-PARTY BENEFICIARIES**

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

### **14.0 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 Contract are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Contract, 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.

### **15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

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

### **16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 14.0 ("Confidentiality") and 15.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

### **17.0 CONTINUED REQUIREMENTS**

The requirements of Sections 14.0 ("Confidentiality"), 15.0 ("Contractor's Interaction with the Media"), and 16.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

### **18.0 NON-EXCLUSIVE CONTRACT**

Nothing in this Contract 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 Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Contract.

**19.0 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).

**20.0 ENTIRE CONTRACT**

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract 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 Contract. This Contract is executed in three duplicate originals, each of which is deemed to be an original.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT NO. \_\_\_\_\_

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

By \_\_\_\_\_  
VALERIE LYNNE SHAW  
President  
Board of Library Commissioners

By \_\_\_\_\_  
JENNIFER LO  
Director of Legal  
Resolver, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Secretary to the Board

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_