

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

April 8, 2021

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF TEN (10) CONTRACTS TO PRE-QUALIFIED IMMIGRATION  
INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
CONSULTANTS TO PROVIDE AS-NEEDED AND AS-REQUESTED  
SERVICES FOR THE LIBRARY**

**A. RECOMMENDATIONS:**

That the Board of Library Commissioners (Board):

1. Approve the award of contracts, substantially in the form on file, to the ten (10) pre-qualified Immigration Integration and Immigration Assistance Services Consultants listed in Attachment A of this report to provide as-needed and as-requested immigration integration and immigration assistance consultant services to the Library, subject to available funding.
2. Find that the Contractors' responses to the Request for Qualifications (RFQ) released on June 30, 2020, were responsive to the RFQ and Contractors are qualified to perform the work required by the Library.
3. Find each contract will be awarded for a term of three (3) years for a total amount not to exceed \$500,000 per contract year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.
4. Find, in accordance with Charter Section 1022, that it is more economical and feasible for independent contractors to perform the services than using City staff.
5. Authorize the City Librarian and City Attorney to make any necessary technical changes, if needed, to the aforementioned ten (10) contracts.
6. Authorize the President of the Board of Library Commissioners to execute the aforementioned ten (10) contracts upon completion of the Mayor's Office review in accordance with Executive Directive No. 3.
7. Adopt the attached Resolution regarding the award and execution of the ten (10) contracts with the pre-qualified Immigration Integration and Immigration Assistance Services Consultants.

**B. FINDINGS:**

1. On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications (RFQ). The RFQ was released by Library staff on June 30, 2020. The purpose of the RFQ was to find qualified businesses

to provide as-needed and as-requested immigration integration and immigration assistance services for the Library and establish a pre-qualified list of on-call Immigration Integration and Immigration Assistance Services Consultants (Library Resolution No. 2020-22).

2. On August 26, 2020, the Library received Twelve (12) proposals in response to the RFQ. The evaluation committee thoroughly reviewed the proposals to ensure compliance with the submittal and evaluation requirements specified in the RFQ and addenda. The committee was impressed by the thoroughness and experience of the Contractors as characterized in the responses to the RFQ. Twelve (12) proposals were found to be responsive to the requirements of the RFQ. However, two (2) proposals, African Communities Public Health Coalition and Young Men's Christian Association of Metropolitan Los Angeles are awaiting a renewal of the Executive Office of Immigration Review accreditation by the United States Department of Justice and will be submitted for review and approval to the Board at the time their accreditation is updated.
3. The Library now desires to execute contracts with each of the ten (10) pre-qualified Contractors. The contracts will ensure the goals of the Library's Office of Civics and Community Services are met and will be implemented in a timely and efficient manner.
4. The proposed contracts include a process that Library staff will utilize to select Contractors for specific immigration integration and immigration assistance work during the contract term. Library staff will send out a Notice of Available Work to solicit responses from the Contractors; review the responses and select the response which best meets the needs of the Library; and, the City Librarian or designee will then issue a Notice to Proceed to the selected consultant to perform the requested work.
5. Charter Section 1022 requires that the Board of Library Commissioners determine that it is more feasible and economical to have work performed by independent contractors than by City staff. The Contractors will develop and implement Immigration Integration and Immigration Assistance Services. Library staff have reviewed City class specifications and found no classification that may perform these duties. Staff therefore requests that the Board find that it is more feasible to have the work performed by independent contractors than by City employees.
6. These aforementioned ten (10) contracts have been reviewed by the Office of the City Attorney as to form.
7. Sufficient funds are available in the Contractual Services Account 3040 of the Library's operating budget to compensate the Contractor for the services.

Attachments      Attachment A  
                         Resolution  
                         Proposed Draft Agreements

Prepared by:      Deirdre Gomez, Senior Management Analyst

Reviewed by: Madeleine Ildefonso, Managing Librarian, Office of Civics and Community Services  
Madeleine M. Rackley, Library Business Manager  
Susan Broman, Assistant City Librarian

## **ATTACHMENT A**

### **LOS ANGELES PUBLIC LIBRARY REQUEST FOR PROPOSALS IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

#### **LIST OF PRE-QUALIFIED CONSULTANTS AWARD AND EXECUTION OF CONTRACTS**

**April 8, 2021**

1. Asian Americans Advancing Justice (AAAJ) Los Angeles
2. Central American Resource Center – CARECEN – of California
3. Catholic Charities of Los Angeles, Inc.
4. Centro C.H.A. Inc.
5. Coalition for Humane Immigrant Rights (CHIRLA)
6. Protestant Episcopal Church in the Diocese of Los Angeles
7. International Rescue Committee in Los Angeles
8. Painted Brain
9. PARS Equality Center (PEC)
10. Thai Community Development Center

Draft Resolution (Next Page)

**LIBRARY RESOLUTION NO. 2021-XX (C-XX)**

WHEREAS, On June 25, 2020, the Board of Library Commissioners (Board) approved the release of a Request for Qualifications (RFQ) to establish a pre-qualified list of qualified consultants to provide on-call and as-needed immigration integration and immigration assistance services for the Library (Library Resolution No. 2020-22); and

WHEREAS, On August 26, 2020, the Library received twelve (12) proposals in response to the RFQ and an evaluation committee found all twelve (12) proposals to be responsive to the RFQ requirements; however, two (2) proposals, African Communities Public Health Coalition and Young Men's Christian Association of Metropolitan Los Angeles, are awaiting their renewal of Executive Office of Immigration Review accreditation by the United States Department of Justice, and therefore, ten (10) contracts are recommended for approval at this time; and

WHEREAS, On April 8, 2021, the Board found, in accordance with Charter Section 1022, that it is more economical and feasible for independent contractors to perform the services than using City staff; and

WHEREAS, Each contract will be awarded for a term of three (3) years for a total amount not to exceed \$500,000 per contract year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and

WHEREAS, On April 8, 2021, Library staff recommended the award and execution of contracts with the following ten (10) Contractors to provide as-needed and as-requested immigration integration and immigration assistance services to the Library:

1. Asian Americans Advancing Justice (AAAJ) Los Angeles
2. Central American Resource Center – CARECEN – of California
3. Catholic Charities of Los Angeles, Inc.
4. Centro C.H.A. Inc., a California Corporation
5. Coalition for Humane Immigrant Rights (CHIRLA)
6. Protestant Episcopal Church in the Diocese of Los Angeles
7. International Rescue Committee in Los Angeles
8. Painted Brain, a California Corporation
9. PARS Equality Center (PEC)
10. Thai Community Development Center

WHEREAS, The ten (10) proposed contracts include a process that Library staff will utilize to select the Contractor for specific immigration integration and immigration assistance work during the contract term; and,

WHEREAS, Sufficient funds are available in the Contractual Services Account 3040 of the Library's operating budget to compensate the Contractor for the services; and,

THEREFORE, BE IT RESOLVED, That the Board adopts the Board Report's Recommendations and Findings and awards ten (10) contracts to provide as-needed and as-requested immigration integration and immigration assistance services for the Library; and,

FURTHER RESOLVED, That the City Librarian and City Attorney be authorized to make technical changes if needed to the contracts; and,

FURTHER RESOLVED, That the Board President is authorized to execute the contracts upon completion of the Mayor's Office review in accordance with Executive Directive No. 3.

This is a true copy:

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES (AAAJ)**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**



**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES (AAAJ)**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and AAAJ, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. 2021-XX [C-X]); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
- 3.2** CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and

- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4** CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

**4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1** Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2** Interested CONTRACTORS will respond with a written project proposal which may include:
- A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3** The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, AAAJ, a California corporation, having its principal address at 1145 Wilshire Blvd., Los Angeles, California, 90017-1900.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:



The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Connie Chung Joe, Chief Executive Officer  
AAAJ  
1145 Wilshire Blvd.  
Los Angeles California, 90017-1900  
(213) 977-7500  
[cchungjoe@advancingjustice-la.org](mailto:cchungjoe@advancingjustice-la.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
CONNIE CHUNG JOE  
Chief Executive Officer  
Asian Americans Advancing Justice Los Angeles

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: \_\_\_\_\_

City Business License Number 0000216164-0001-8  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

between

**THE CITY OF LOS ANGELES**

and

**CENTRAL AMERICAN RESOURCE CENTER -CARECEN - OF CALIFORNIA  
(CARECEN)**

for

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**CENTRAL AMERICAN RESOURCE CENTER -CARECEN - OF CALIFORNIA**  
**(CARECEN)**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and CARECEN, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. 2021-XX [C-X]); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.



**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process

to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 ("Notice of Available Work") of this Agreement.

- 2.5** CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 ("Confidentiality") of this Agreement.

The above Exhibits are on file with the LIBRARY's Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR's must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
- 3.2** CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and

- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4** CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

**4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1** Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2** Interested CONTRACTORS will respond with a written project proposal which may include:
- A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3** The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, CARECEN, a California corporation, having its principal address at 2845 W. 7th St., Los Angeles, California, 90005.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Martha Arevalo, Executive Director  
CARECEN  
2845 W. 7th St.  
Los Angeles California, 90005  
(213) 385-7800 Ext. 135  
[marevalo@carecen-la.org](mailto:marevalo@carecen-la.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

**15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

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CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

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*(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 \_\_\_\_\_  
MARTHA AREVALO  
Executive Director  
CARECEN

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: \_\_\_\_\_

City Business License Number 880533-02  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

between

**THE CITY OF LOS ANGELES**

and

**CATHOLIC CHARITIES OF LOS ANGELES, INC.**

for

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

Said Agreement is Number C-\_\_\_\_\_

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**CATHOLIC CHARITIES OF LOS ANGELES, INC.**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and Catholic Charities of Los Angeles, Inc., a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. 2021-XX [C-X]); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration



assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)
- 3.2** CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and

- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4** CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

**4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1** Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2** Interested CONTRACTORS will respond with a written project proposal which may include:
- A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3** The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0 TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0 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.

**13.0 AMBIGUITY**

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

**14.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1 Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, Catholic Charities of Los Angeles, Inc., a California corporation, having its principal address at 1531 James M. Wood Blvd, Los Angeles, California, 90015.

**14.2 Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Reverend Monsignor Gregory A. Cox, Executive Director  
Catholic Charities of Los Angeles, Inc.  
1531 James M. Wood Blvd,  
Los Angeles California, 90015  
(213) 351-3464  
[MCox@CCharities.org](mailto:MCox@CCharities.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.



**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
REVEREND MONSIGNOR GREGORY M. COX  
Executive Director  
Catholic Charities of Los Angeles, Inc.

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: \_\_\_\_\_

City Business License Number 0000610267-0001-8  
Internal Revenue Service Taxpayer Identification Number 95-1690973  
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**between**

**THE CITY OF LOS ANGELES**

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**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and Centro C.H.A. Inc, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. 2021-XX [C-X]); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)



- 3.2 CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4 CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2 Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3 The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, Centro C.H.A. Inc, a California corporation, having its principal address at 1633 Long Beach Blvd., Long Beach, California, 90813.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Jessica Quintana, Executive Director  
Centro C.H.A. Inc  
1633 Long Beach Blvd.  
Long Beach California, 90813  
(562) 612-4162  
[jessica@centrocha.org](mailto:jessica@centrocha.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
JESSICA QUINTANA  
Executive Director  
Centro C.H.A. Inc

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: \_\_\_\_\_

City Business License Number 0003089596-0001-0  
Internal Revenue Service Taxpayer Identification Number 33-0703131  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

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**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)

- 3.2 CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4 CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2 Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3 The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.



- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, CHIRLA, a California corporation, having its principal address at 2533 West 3rd St., Ste. 101, Los Angeles, California, 90057.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Angelica Salas, Executive Director  
CHIRLA  
2533 West 3rd St., Ste. 101  
Los Angeles California, 90057  
(213) 353-1335  
[asalas@chirla.org](mailto:asalas@chirla.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

**15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

#### **20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
ANGELICA SALAS  
Executive Director  
CHIRLA

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: \_\_\_\_\_

City Business License Number 0000426150-001-3  
Internal Revenue Service Taxpayer Identification Number 95-4421521  
Agreement Number C-XXXXXX



**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF LOS ANGELES**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF LOS ANGELES**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and The Protestant Episcopal Church in the Diocese of Los Angeles, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. **2021-XX [C-X]**); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

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The above Exhibits are on file with the LIBRARY's Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR's must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)

- 3.2 CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4 CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2 Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3 The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.



## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, The Protestant Episcopal Church in the Diocese of Los Angeles, a California corporation, having its principal address at 840 Echo Park Ave., Los Angeles, California, 90029.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Meghan Taylor, Executive Director  
The Protestant Episcopal Church in the Diocese of Los Angeles  
840 Echo Park Ave.  
Los Angeles California, 90029  
(323) 661-8588  
[MTaylor@ladiocese.org](mailto:MTaylor@ladiocese.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
MEGHAN TAYLOR  
Executive Director  
The Protestant Episcopal Church in the  
Diocese of Los Angeles

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: \_\_\_\_\_

City Business License Number \_\_\_\_\_  
Internal Revenue Service Taxpayer Identification Number 31-1629166  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**INTERNATIONAL RESCUE COMMITTEE IN LOS ANGELES (IRC)**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**



**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**INTERNATIONAL RESCUE COMMITTEE IN LOS ANGELES (IRC)**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and IRC, a New York corporation, ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. **2021-XX [C-X]**); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)

- 3.2 CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 ("Notice of Available Work") of this Agreement.
- 3.4 CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR's accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### 4.0 **NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2 Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3 The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 (“Notice of Available Work”) and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR’S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.



**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** ***Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, IRC, a New York corporation, having its principal address at 625 N. Maryland Ave., Los Angeles, California, 91206.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mielfonso@lapl.org](mailto:mielfonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Martin Zogg, Executive Director  
IRC  
625 N. Maryland Ave.  
Los Angeles California, 91206  
(818) 937-2860  
[Martin.Zogg@Rescue.org](mailto:Martin.Zogg@Rescue.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

**16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

**17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

**18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

**19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
MARTIN ZOGG  
Executive Director  
International Rescue Committee in Los Angeles

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: \_\_\_\_\_

City Business License Number \_\_\_\_\_  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**PAINTED BRAIN**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**PAINTED BRAIN**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and Painted Brain, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (Library Resolution No. **2021-XX [C-X]**); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- q. Immigration integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, micro-loans, asset building clinics and digital literacy instruction.)
- 3.2** CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4** CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1** Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2** Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3** The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071



**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, California 90071

## **11.0 TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

## **12.0 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.

## **13.0 AMBIGUITY**

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

## **14.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **14.1 Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, Painted Brain, a California corporation, having its principal address at 777 S. Alameda St., 2nd Floor, Los Angeles, California, 90021.

### **14.2 Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5<sup>th</sup> Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5<sup>th</sup> Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Rayshell Chambers, Chief Operating Officer  
Painted Brain  
777 S. Alameda St., 2nd Floor  
Los Angeles California, 90021  
(213) 545-4664  
[rayshell.chambers@paintedbrain.org](mailto:rayshell.chambers@paintedbrain.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
DAVE LEON, LCSW  
Executive Director  
Painted Brain

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: \_\_\_\_\_

City Business License Number 0003001500-0001-1  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**PARS EQUALITY CENTER (PEC)**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**



**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**PARS EQUALITY CENTER (PEC)**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and PEC, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (**Library Resolution No. 2021-XX [C-X]**); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- a. Screen an Individual's eligibility.
  - b. Provide application assistance for immigration relief.
  - c. Provide an explanation of immigration options.
  - d. Maintain accurate, thorough, and confidential records.  
Provide a place to store-records and files.
  - e. Collect relevant data for reporting, writing reports, make recommendations.
  - f. Keep statistics and provide reports as requested by the LAPL.
  - g. Reach out to community partners.
  - h. Compile and assess community resources.
  - i. Work with library staff to plan overall strategy.
  - j. Provide staff training in basic screening.
  - k. Participate in community-based outreach.
  - l. Host citizenship workshops.
  - m. Demonstrate strong computer, writing, and other skills.
  - n. Attend relevant community and library meetings.
  - o. Travel throughout the city to serve at various branches.
  - p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration Integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, microloans, asset building clinics and digital literacy instruction.)

- 3.2 CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4 CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2 Interested CONTRACTORS will respond with a written project proposal which may include:
  - A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3 The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

- 4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

## **8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

## **9.0 COMPENSATION AND METHOD OF PAYMENT**

### **9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 ("Notice of Available Work") and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
  - vi. 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.
  - vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3** *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
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**11.0** **TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

**12.0** **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.

**13.0** **AMBIGUITY**

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

**14.0** **PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**14.1** **Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, PEC, a California corporation, having its principal address at 4954 Van Nuys Blvd., #201, Sherman Oaks, California, 91403.

**14.2** **Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:



The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Peyman Malaz, Program Manager  
PEC  
4954 Van Nuys Blvd., #201  
Sherman Oaks California, 91403  
(818) 616-3091  
[pmalaz@parsequalitycenter.org](mailto:pmalaz@parsequalitycenter.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

## **15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

#### **16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

#### **17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.

#### **18.0 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 LIBRARY, 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, LIBRARY's Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **19.0 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 LIBRARY'S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

**20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

**21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

**22.0 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.

**23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
REZA ODBADEE  
Chief Operating Officer  
PARS Equality Center

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: \_\_\_\_\_

City Business License Number 0002852616-0001-8  
Internal Revenue Service Taxpayer Identification Number 27-2969900  
Agreement Number C- \_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**THAI COMMUNITY DEVELOPMENT CENTER**

**for**

**IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES  
LOS ANGELES PUBLIC LIBRARY**

**Said Agreement is Number C-\_\_\_\_\_**

**Professional Services Agreement  
IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

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**EXHIBITS**

**Exhibit A – Standard Provisions (Rev. 10/17 [v.3])**

**Exhibit B – Request for Qualifications (RFQ) for Immigration Integration and Immigration Assistance Services - 44-022**

**Exhibit C - Sample documents:**

**C1 - Notice of Available Work**

**C2 - Notice to Proceed**

**C3 - Supplemental Notice to Proceed**

**Exhibit D – CONTRACTOR's submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D**

**Exhibit E – Confidentiality Agreement**

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**THAI COMMUNITY DEVELOPMENT CENTER**  
**FOR IMMIGRATION INTEGRATION AND IMMIGRATION ASSISTANCE SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Los Angeles Public Library ("LIBRARY"), a department of the CITY, and Thai Community Development Center, a California corporation ("CONTRACTOR"), to provide immigration integration and immigration assistance services on an as-needed and as-requested basis. LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, LIBRARY desires to utilize the services of a qualified firm to provide immigration integration and immigration assistance services on an as-needed and as-requested basis to meet the needs of LIBRARY patrons; and,

**WHEREAS**, On June 25, 2020, the Board of Library Commissioners approved the release of a Request for Qualifications ("RFQ") to find qualified firms to provide immigration integration and immigration services. The RFQ was released to the public by LIBRARY staff on June 30, 2020; and,

**WHEREAS**, On August 26, 2020, LIBRARY received twelve (12) proposals in response to the RFQ. LIBRARY staff reviewed the proposals and found that the proposal submitted by CONTRACTOR to be responsive to the RFQ; and,

**WHEREAS**, On April 8, 2021, the Board of Library Commissioners ("BOARD") approved the award of an Agreement to CONTRACTOR and found, in accordance with Charter Section 1022, that it is more economical and feasible for CONTRACTOR to perform the services than using City staff (**Library Resolution No. 2021-XX [C-X]**); and,

**WHEREAS**, CONTRACTOR has the experience and expertise necessary to meet the needs of LIBRARY and LIBRARY desires to have CONTRACTOR provide immigration integration and immigration assistance services; and,

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

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

**1.0 DOCUMENTS**

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

**1.1** This Agreement.

**1.2** Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.



**1.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**1.4** Sample Selection Documents:

Exhibit C1 - Notice of Available Work

Exhibit C2 - Notice to Proceed

Exhibit C3 - Supplemental Notice to Proceed

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

**1.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.

**1.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

## **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** This Agreement.

**2.2** The Standard Provisions for City Contracts (Rev. 10/17 [V.3]), which is attached hereto and incorporated herein by reference as Exhibit A.

**2.3** RFQ 44-022 – Immigration Integration and Immigration Assistance Services released on June 30, 2020, which is attached hereto and incorporated herein by reference as Exhibit B.

**2.4** Exhibit C – Sample Documents:

C1 – Notice of Available Work

C2 – Notice to Proceed

C3 – Supplemental Notice to Proceed.

The abovementioned Sample Selection Documents which are attached hereto and incorporated herein by reference as Exhibits C1, C2 and C3. The process to select CONTRACTOR for specific immigration integration and immigration

assistance services projects is detailed in Section 4 (“Notice of Available Work”) of this Agreement.

- 2.5** CONTRACTOR’s submitted response to Section H.3.3.5 through H.3.3.8; and Section I -Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022.RFQ for Immigration Integration and Immigration Assistance Services, which is attached hereto and incorporated herein by reference as Exhibit D.
- 2.6** Confidentiality Agreement, which is attached hereto and incorporated herein by reference as Exhibit E and referenced in Section 18 (“Confidentiality”) of this Agreement.

The above Exhibits are on file with the LIBRARY’s Board Office, and each of the Parties agree to carry out and fully perform each and all of the provisions of the documents.

### **3.0 SERVICES TO BE PROVIDED**

Upon award of the contract, the CONTRACTOR will be required to provide the following services on an as-needed basis:

- 3.1** The CONTRACTOR’s must be able to provide the below listed types of Immigration Integration and Immigration Assistance Services, from Section I - Checklist in Response to Section F – Proposer Qualifications, Capabilities, and Relevant Experiences of RFQ 44-022 to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this Agreement:
- p. Ability to provide immigration assistance services and/or immigration integration services in the following languages: English; Spanish; Chinese; Korean; Bengali; Farsi; and other languages.
  - q. Immigration integration (workforce development workshops and training, small business readiness, ESL, financial coaching, entrepreneurship, micro-loans, asset building clinics and digital literacy instruction.)
- 3.2** CONTRACTOR will deliver to the LIBRARY all materials and services as detailed in Exhibit D if this Agreement; and
- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested by LIBRARY and in accordance with Section 4 (“Notice of Available Work”) of this Agreement.
- 3.4** CONTRACTOR and its staff shall be recognized and accredited by the Executive Office of Immigration Review under the Department of Justice (EOIR) for a minimum of two (2) years prior to the execution of this agreement. CONTRACTOR shall maintain its accreditation and be in good standing during the term of this agreement. If CONTRACTOR’s accreditation status changes anytime during the term of this agreement, CONTRACTOR shall notify the LIBRARY in writing within 24 hours of its accreditation status change. The Contractor agrees that it shall return any funds received for service rendered for any period of time where the Contractor is operating without its certification from EOIR.

#### **4.0 NOTICE OF AVAILABLE WORK**

As stated in the RFQ, CONTRACTORS approved by the Board of Library Commissioners will be selected to compete for specific immigration integration and immigration assistance services projects.

- 4.1** Library, on an as-needed basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit C1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.
- 4.2** Interested CONTRACTORS will respond with a written project proposal which may include:
- A. A plan responsive to the Notice of Available Work.
  - B. A cost estimate.
  - C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - D. Any additional costs for materials, travel, or subcontractors.
  - E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.
- 4.3** The CONTRACTOR must identify staff and title in the response to the Notice of Available Work and must be approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.
- 4.4** The Library will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated in the chart below:

Criteria Category	Maximum Points
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Ability to provide the requested work at a reasonable cost.	30
Submitted a high-quality professional response demonstrating the ability to perform work in an accurate and efficient manner.	15
Total:	100

- 4.5** The selected CONTRACTOR will be issued a Notice to Proceed substantially in the form included as Exhibit C2 of this Agreement. The Notice to Proceed will

authorize the CONTRACTOR to begin work and specify a “Not to Exceed” compensation amount. The CONTRACTOR shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Exhibit C3 of this Agreement.

**4.6** The LIBRARY reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

**5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution of this Agreement by the Parties hereto.

Either Party may terminate this Agreement without cause by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail.

**7.0 LIBRARY RESPONSIBILITY**

LIBRARY will provide the necessary space, materials, and staff support as needed and as requested by CONTRACTOR and based on the availability of LIBRARY resources and funding. There is no minimum amount of materials or services guaranteed to be provided by LIBRARY in this Agreement.

**8.0 WORK LOCATION**

The CONTRACTOR will work primarily from its own offices, and will primarily work with Library staff by means of online conferencing. When face-to-face meetings are necessary, the primary work location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071 or any one of its satellite New Americans Centers. LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

**9.0 COMPENSATION AND METHOD OF PAYMENT**

**9.1 Compensation**

The amount payable to CONTRACTOR for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through Section 4.0 (“Notice of Available Work”) and Exhibit C1 of this Agreement prior to the commencement of any work performed at the request of the LIBRARY.

The LIBRARY will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$500,000 per contract year.

The LIBRARY is not obligated to issue any Notice of Available Work against this

Agreement and no amount of compensation is guaranteed.

The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the LIBRARY to comply with its governing legal requirements, the LIBRARY shall have no obligation to make any payments to CONTRACTOR unless the LIBRARY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to LIBRARY and LIBRARY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until LIBRARY appropriates additional funds for this Agreement.

## **10.0 BILLING AND INVOICES**

**10.1** For services provided under this Agreement, the CONTRACTOR shall be paid by the LIBRARY in accordance with this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the CONTRACTOR'S invoices by the LIBRARY. The CONTRACTOR must include the following information, and any other documentation requested by the LIBRARY, on each invoice.

**10.2** To ensure that services provided under personal services contracts 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(s) and amount due for task(s), including:
  - i. Name of personnel working on task.
  - ii. Hours spent on tasks and time sheet supporting charges (if applicable).
  - iii. Rate per hour and total amount due.
  - iv. Signature of duly authorized officer.
  - v. 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. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. 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 Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the LIBRARY contract manager 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. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

- vi. 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.
- vii. Invoices shall be submitted:  
Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, CA 90071

**10.3 *Failure to adhere to these policies 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 approve demands before they are drawn on the Treasury.

**10.4** The CONTRACTOR shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Los Angeles Public Library  
Attention: Business Office (M/S 300)  
630 West 5th Street  
Los Angeles, California 90071

## **11.0 TERMINATION**

Notwithstanding Section 6.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement on thirty (30) days written notice to the other Party by providing the other Party thirty (30) days formal written notification of its intent to terminate, served on a representative of the other Party by certified mail and/or electronic mail. In the event of termination, CONTRACTOR shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

## **12.0 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.

## **13.0 AMBIGUITY**

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

## **14.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **14.1 Parties to the Agreement**

14.1.1 The LIBRARY, a municipal corporation, having its principal office at 630 West 5<sup>th</sup> Street, Los Angeles, California 90071.

14.1.2 CONTRACTOR, Thai Community Development Center, a California corporation, having its principal address at 6376 Yuca St., Ste B, Los Angeles, California, 90028.

### **14.2 Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The LIBRARY'S representative is, unless otherwise stated in the Agreement:

Madeleine Rackley, Business Manager  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7465  
[mrackley@lapl.org](mailto:mrackley@lapl.org)

Invoices, formal notices to the LIBRARY, demands and communications shall be provided to the LIBRARY'S Representative with copies to the LIBRARY'S Project Manager:

Madeleine Ildefonso, Project Manager  
Managing Librarian, Office of Civics and Community Services  
Los Angeles Public Library  
630 West 5th Street  
Los Angeles, California 90071  
(213) 228-7387  
[mildefonso@lapl.org](mailto:mildefonso@lapl.org)

The CONTRACTOR'S representatives are unless otherwise stated in the Agreement:

Chanchanit Martorell, Executive Director  
Thai Community Development Center  
6376 Yuca St., Ste B  
Los Angeles California, 90028  
(213) 468-2555  
[chancee@thaicdc.org](mailto:chancee@thaicdc.org)

**14.3** 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 of the date of mailing.

**14.4** 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.

**15.0 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 LIBRARY. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other LIBRARY 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 LIBRARY. 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.

**16.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by LIBRARY, 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 LIBRARY. These records must be retained for a period of no less than 48 months following final payment made by LIBRARY 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 LIBRARY personnel or by the LIBRARY's representative at any time during the term of this Agreement or within the 48 months following the final payment made by LIBRARY hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by LIBRARY regarding performance of the Agreement.

**17.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The LIBRARY 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.



## **18.0 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 LIBRARY, 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, LIBRARY’s Confidential information shall be considered and kept as the private and privileged records of LIBRARY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of LIBRARY.

The CONTRACTOR shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. CONTRACTOR agrees to provide the signed Confidentiality Agreement to the LIBRARY prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit E. The CONTRACTOR is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

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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 LIBRARY’S Public Relations staff regarding statements to the media relating to this Agreement or CONTRACTOR’S services hereunder.

## **20.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The CONTRACTOR will ensure that the requirements of Section 18.0 (“Confidentiality”) and 19.0 (“Contractor’s Interaction with Media”) are provided to and apply to all subcontractors of this Agreement.

## **21.0 CONTINUED REQUIREMENTS**

The requirements of this Section 18.0 (“Confidentiality”), 19.0 (“Contractor’s Interaction with Media”), and 20.0 (“Requirements Apply to All Subcontractors”) survive termination of the Agreement.

## **22.0 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.

## **23.0 BORDER WALL BID DISCLOSURE**

CONTRACTOR shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY 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.labavn.org](http://www.labavn.org).

**24.0 ENTIRE AGREEMENT**

This Agreement, and any attachments, exhibits 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 \_\_\_\_\_  
CHANCHANIT MARTORELL  
Executive Director  
Thai Community Development Center

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: \_\_\_\_\_

City Business License Number \_\_\_\_\_  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C- \_\_\_\_\_