**AGREEMENT BETWEEN**
**THE LOS ANGELES PUBLIC LIBRARY**
**AND**
**CONVERGINT TECHNOLOGIES, LLC**
**TO PROVIDE**
**ENTERPRISE SECURITY CAMERA AND ACCESS CONTROL SYSTEMS FOR CENTRAL AND BRANCH LIBRARIES**

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

**WHEREAS,** on July 23, 2020, the Board approved a Request for Proposals (RFP) to provide enterprise security cameras and access control systems for Central and Branch Libraries (Library Resolution No. 2020-25);

**WHEREAS,** the RFP was released on August 18, 2020, and mandatory pre-proposal conferences were held on September 22, 2020, and November 4, 2020; and, on February 24, 2021, the Library received thirteen proposals;

**WHEREAS**, an evaluation panel of Library employees evaluated the proposals based on the criteria set forth in the RFP and ranked Contractor's proposal as the best;

**WHEREAS**, in March 2022, Contractor informed the Library of a cost increase due to computer chip shortages, supply chain issues, and increased labor costs;

**WHEREAS**, in October 2022, Library staff instructed the top three proposers to submit updated price bids. Library staff evaluated the three updated proposals and still ranked Contractor's proposal as the best, despite the price increase;

**WHEREAS**, on_____, 2023, the Board found, in accordance with City Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees;

**WHEREAS**, on _____, 2023, the Board approved the award of a contract to Contractor with the increased cost, for a term of five years with two one-year options to renew at the discretion of the City Librarian, or designee;

**WHEREAS,** funds are available to compensate Convergint Technologies, LLC, for services in accordance with the Agreement.

**NOW, THEREFORE,** in consideration of the promises, and of the mutual 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 The Agreement.

1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), attached as Exhibit A.

1.3 Contractor Price List (Revised March 2022), attached as Exhibit B.

1.4 The RFP, attached as Exhibit C.

1.5 Contractor's response to the RFP, attached as Exhibit D.

## 2.0 ORDER OF PRECEDENCE

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

2.1 The Agreement.

2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

2.3 Contractor Price List (Revised March 2022) (Exhibit B).

2.4 RFP (Exhibit C).

2.5 Contractor's response to the RFP (Exhibit D).

## 3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

## 4.0 TERM OF AGREEMENT

The term of this Agreement shall be for five years with two one-year options to renew at the discretion of the City Librarian, or designee. The initial term of the Agreement shall begin upon the date of execution.

## 5.0 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## 6.0 SCOPE OF WORK

Contractor shall provide and install materials and equipment in accordance with Contractor Price List (Revised March 2022) (Exhibit B), the RFP (Exhibit C), and Contractor's response to the RFP (Exhibit D). The Contractor will provide the following:

6.1 Enterprise Security Video / Camera System
Provide and install internal and external security camera systems throughout the Library system at the Library's discretion.

6.2 Access Control System
Provide and install internal and external door access control units throughout the Library system at the Library's discretion.

6.3 Network Upgrade
Provide network upgrades required for the implementation of the Enterprise Security Video / Camera System and Access Control System.

## 7.0 PAYMENT

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

The total contract amount shall not exceed $9,097,920 during the term of this Agreement.

## 8.0 BILLING AND INVOICES

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

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

a. Name and address of Contractor

b. Name and address of City department being billed (Library Department)

c. Date of invoice and period covered

d. Agreement Number or Authority Number

e. Description of completed task and amount due for task

f. Remittance address

8.3 All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 11.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

8.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 11.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library
Attention: Eloisa Sarao (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

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

## 9.0 OWNERSHIP

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

## 10.0 AMBIGUITY

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

## 11.0 CONTRACT REPRESENTATIVES

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

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

CONTRACTOR'S REPRESENTATIVE

| | |
|---|---|
| Name: | Fabian Escalante |
| Title: | Business Development Manager |
| Address: | 1983 S. Santa Cruz Street<br>Anaheim, CA 92805 |
| Mobile: | (949) 940-6428 |
| Office: | (714) 546-2780 |
| Email: | fabian.escalante@convergint.com |

LIBRARY'S REPRESENTATIVE

| | |
|---|---|
| Name: | Eloisa Sarao |
| Title: | Project Manager |
| Address: | 630 W. 5th Street<br>Los Angeles, CA 90071 |
| Telephone: | (213) 228-XXXX |
| Email: | esarao@lapl.org |

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

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

## 12.0 INDEPENDENT CONTRACTOR

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

## 13.0 RETENTION OF RECORDS

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

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

**14.0 NO THIRD-PARTY BENEFICIARIES**

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

**15.0 CONFIDENTIALITY**

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

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

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

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

**17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

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

**18.0 CONTINUED REQUIREMENTS**

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

**19.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that Contractor shall be the exclusive provider of any services to the Library. 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 can neither estimate nor

guarantee the volume or amount of work to be received by Contractor under this Agreement.

**20.0 BORDER WALL BID DISCLOSURE**

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

**21.0 ENTIRE AGREEMENT**

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

Date_____

By_____
KEN LOCCHIATO
Chief Executive Officer
Convergint Technologies, LLC

Date_____

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By_____
JOSHUA M. TEMPLET
Deputy City Attorney

Date_____

**ATTEST:**

By_____
RAQUEL M. BORDEN
Commission Executive Assistant

Date_____

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____