

ATTACHMENT B – SAMPLE CONTRACT

AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND *NAME OF ORGANIZATION* FOR EXHIBITION COORDINATOR SERVICES

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

WHEREAS, the Library seeks an agreement for professional Exhibition Coordinator Services at the Central Library and branch library facilities on an as needed basis; and,

WHEREAS, the Library requires the services of a Contractor to provide professional services to meet the exhibition needs of the Library; and,

WHEREAS, on **MONTH XX, 20XX**, the Board of Library Commissioners approved the release of a Request for Proposals for Exhibition Coordinator Services (RFP); and,

WHEREAS, after Contractor submitted a response to the Request for Proposals (RFP) and said response was found to be responsive to the RFP; and,

WHEREAS, the Contractor's exhibition coordinator services are professional, expert and technical services to be used by the Library; and,

WHEREAS, it is more economical and feasible for the Contractor to perform such services for the Library; and,

WHEREAS, Library desires to execute an agreement with Contractor to provide exhibition coordinator services; and,

WHEREAS, funds are available to compensate Contractor for materials and services in accordance with this Agreement; and,

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

I.1 DOCUMENTS

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

I.2 The Agreement.

- I.3 Standard Provisions for City Contracts (Rev. 10/21 [v.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.4 The Request for Proposals for Exhibition Coordinator Services issued on MONTH XX, 20XX, attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- I.5 Contractor's response to the Request for Proposals for Exhibition Coordinator Services which is attached hereto and incorporated herein by reference as Exhibit C.
- I.6 Confidentiality Agreement which is attached hereto and incorporated herein by reference 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. 10/21 [v.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- 2.3 The Request for Proposals for Exhibition Coordinator Services issued on MONTH XX, 20XX, which is attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- 2.4 Contractor's response to the Request for Proposals for Exhibition Coordinator Services which is attached hereto and incorporated herein by reference as Exhibit C.
- 2.5 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit D.

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

4.0 TERM OF AGREEMENT

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

5.0 LIBRARY PERFORMANCE

The Library will request exhibition coordinator services in writing and as-needed in accordance with this Agreement. There is no minimum amount of work, services to be requested or materials guaranteed in this Agreement.

6.0 CONTRACTOR RESPONSIBILITIES

6.1 DELIVERABLES

Contractor will provide services and materials to the Library as detailed in Contractor's response to the Request for Proposals for Exhibition Coordinator Services (Exhibit C).

6.2 SCOPE OF WORK

Contractor will provide the Scope of Work as proposed in Contractor's response to the Request for Proposals for Exhibition Coordinator Services (Exhibit C).

7.0 PAYMENT

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

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Contractor annually will not exceed \$100,000.00 per fiscal year (July 1 – June 30).

8.0 BILLING AND INVOICES

8.1 Contractor shall submit itemized invoices to the 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 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:

- i. Name and Address of Contractor
- ii. Name and Address of City Department being billed (Library Department)
- iii. Date of invoice and period covered.
- iv. Agreement Number or Authority Number
- v. Description of completed task(s) and amount due for task(s), including:
 - a. Name of personnel working on task.

requested, to the other Party. In the event of termination, Contractor shall be paid for satisfactory work completed under this Agreement through the effective date of termination.

10.0 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.

11.0 AMBIGUITY

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

12.0 DISCLOSURE INFORMATION

12.1 All documents and information provided to Contractor by the Library are confidential. All materials are to be considered confidential. Contractor agrees not to provide documents or materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the Library or as required by law. Contractor shall immediately notify the Library Representative identified in Section 13.0 below of any attempt by a third party to obtain access to documents or materials.

12.2 The provisions of this section survive termination of this Agreement.

13.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five (5) working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name:
Title:
Address:

Mobile:
Office:
Email:

LIBRARY'S REPRESENTATIVE

Name:
Title:
Address: 630 W. 5th Street

Los Angeles, CA 90071
Telephone: (213) 228-XXXX
Email: XXXX@lapl.org

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

If the name of the person designed 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.

14.0 INDEPENDENT CONTRACTOR

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

15.0 RETENTION OF RECORDS

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

16.0 NO THIRD-PARTY BENEFICIARIES

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

17.0 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.

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 City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit D. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

18.0 CONTRACTOR’S INTERACTION WITH THE MEDIA

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

19.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 17.0 (“Confidentiality”) and 18.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Agreement.

20.0 CONTINUED REQUIREMENTS

The requirements of this Sections 17.0 (“Confidentiality”), 18.0 (“Contractor’s Interaction with the Media”), and 19.0 (“Requirements Apply to all Subcontractors”) survive termination of the Agreement.

21.0 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.

22.0 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.labavn.org.

23.0 ENTIRE AGREEMENT

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

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
NAME
Title
Company Name

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____