

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 14, 2021

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO CONTRACTS NO. 799, NO. 800, AND NO. 801 FOR IMMIGRATION ASSISTANCE SERVICES FOR THE LOS ANGELES PUBLIC LIBRARY**

A. RECOMMENDATIONS:

1. Approve this First Amendment, substantially in the form on file for Central American Resource Center (CARECEN), Contract No. 800 (C-130718) executed on January 18, 2018, to extend the three (3) year term of agreement for an additional year, through January 17, 2022 and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000.
2. Approve this First Amendment, substantially in the form on file for International Rescue Committee, Inc. (IRC), Contract No. 801 (C-130711) executed on January 23, 2018, to extend the three (3) year term of agreement for an additional year, through January 22, 2022 and increase compensation an additional \$100,000 to a maximum contract compensation of \$520,000.
3. Approve this First Amendment, substantially in the form on file for Asian Americans Advancing Justice (AAAJ) Contract No. 799 (C-130791), executed on January 30, 2018, to extend the three (3) year term of agreement for an additional year, through January 29, 2022 and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000.

(Hereinafter "Contractors")

4. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because a new Request for Qualification 44-022, Immigration Integration and Immigration Assistance Services was released on June 30, 2020 and the evaluation of responses is currently being performed to meet the on-going needs of the LAPL and patrons.
5. Authorize the City Librarian and City Attorney to make any necessary technical changes to the aforementioned three (3) First Amendments.

6. Authorize the President of the Board of Library Commissioners to execute the aforementioned three (3) First Amendments to the aforementioned Contractors.
7. Adopt the attached Resolution regarding the aforementioned three (3) First Amendments between LAPL and Contractors, to continue to provide immigration assistance services.

B. FINDINGS:

1. On October 12, 2017, the Board of Library Commissioners awarded contracts to CARECEN, IRC, and AAAJ to provide Immigration Assistance services for the LAPL (RESOLUTION NO. 2017-42 [C-37]) for a term of three (3) years and an annual amount of \$140,000.
2. As the second largest city in the country, Los Angeles is home to immigrants from more than 140 countries who speak more than 220 languages. Approximately 700,000 Angelenos are eligible for citizenship. The State of California is home to nearly 3.4 million permanent residents, 2.5 million of whom may be eligible to apply for naturalization.
3. New Americans is a core program of the LAPL developed to assist legal permanent residents by providing information on citizenship requirements and test preparation materials, and by helping with eligibility determination for citizenship. New Americans is a national model for immigrant integration that is now being replicated in cities across the country.
4. The Contractors have demonstrated the skills and expertise necessary to successfully perform the requested services and meet the expectations of the LAPL. During the current term of the Contracts, the Contractors have provided LAPL patron services, such as assistance with citizenship requirements and test preparation materials, and help with eligibility determination for citizenship.
5. These First Amendments have been reviewed by the Office of the City Attorney as to form.
6. Funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services.

Attachments: First Amendment to Contracts Nos. 799, 800, 801
Resolution First Amendment to Contracts Nos. 799, 800, 801

Prepared by: Project Manager Madeleine Ildfonso, Senior Librarian
Reviewed by: Madeleine M. Rackley, Business Manager
Deirdre Gomez, Senior Management Analyst

WHEREAS, On October 12, 2017, the Board of Library Commissioner awarded contracts to Central American Resource Center (CARECEN), International Rescue Committee, Inc. (IRC) and Asian Americans Advancing Justice (AAAJ) to provide Immigration Assistance Contractor services for the Los Angeles Public Library (LAPL) (RESOLUTION NO. 2017-42 [C-37]) for a term of three (3) years and an annual amount not to exceed \$140,000 (Hereinafter “Contractors”); and

WHEREAS, LAPL staff recommends the approval of these First Amendments to extend the terms of the aforementioned contracts for an additional one (1) year and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000; and

WHEREAS, The Board of Library Commissioners finds, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because a new Request for Qualification 44-022, Immigration Integration and Immigration Assistance Services, was released on June 30, 2020 and the evaluation of responses is currently being performed to meet the on-going needs of the LAPL and patrons; and

WHEREAS, Funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services:

THEREFORE, BE IT RESOLVED, That the Board of Library Commissioners adopt the City Librarian Board Report’s recommendations and findings and award First Amendments to Contract Nos. 799, 800, and 801 for a period of one (1) year to Contractors for the continuation of immigration assistance services for the LAPL; and

FURTHER RESOLVED, That the Board of Library Commissioners authorize the City Librarian and City Attorney to make any necessary technical changes to the aforementioned three (3) First Amendments; and

FURTHER RESOLVED, That Board of Library Commissioners authorize the President of the Board of Library Commissioners to execute the aforementioned First Amendments upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

This is a true copy:

Raquel M. Borden, Board Executive Assistant

Adopted by the following votes:

**FIRST AMENDMENT
TO CONTRACT NO. 799
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES
IMMIGRATION ASSISTANCE CONTRACTOR**

THIS FIRST AMENDMENT to Contract No. 799 is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as “City”, “Board”, or “Library”), and Asian Americans Advancing Justice Los Angeles (hereinafter “Contractor”) to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the “Parties”

WHEREAS, on January 18, 2018, Library and Contractor entered into Contract No. 799 to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons for a term of three (3) years and an annual amount of \$140,000, and

WHEREAS, the Library seeks to extend Contract No. 799 (C-130791) for an additional year, through January 17, 2022 and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000 to ensure service to the public is not interrupted as the new Request for Qualifications (RFQ) No. 44-022, Immigration Integration and Immigration Assistance Services process is being performed; and

WHEREAS, on August 19, 2020, Library accepted bids due RFQ No. 44-022 for Immigration Integration and Immigration and Assistance Services; and

WHEREAS, completing this First Amendment will enable the Library time to execute new agreements resulting from the RFQ No. 44-022; and

WHEREAS, on January 14, 2021, the Board approved the execution of this First Amendment to Contract No. 799 (Board Resolution No. 21-XX [C-XX]); and

WHEREAS, funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services; and

WHEREAS, On January 14, 2021, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because a new RFQ 44-022, Immigration Integration and Immigration Assistance Services was released on June 30, 2020 and the evaluation of responses is currently being performed to meet the on-going needs of the LAPL and patrons.

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

SECTION 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

- 1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:
 - A. This First Amendment to Contract No. 799;
 - B. Contract No. 799, attached hereto and incorporated herein by reference as Exhibit C.
 - C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), which replaces Standard Provisions for City Contracts (Rev. 10/17[V.2]), is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
 - D. Sections B.1 through B.8 of Contractor’s July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.
 - E. Sample documents:
 1. Notice of Available Work
 2. Notice to Proceed
 3. Supplemental Notice to Proceed
- 1.2 All of the above Exhibits are on file in the office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

SECTION 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

- 2.1 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 for As Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:
 - A. This First Amendment to Contract No. 799;
 - B. Contract No. 799, attached hereto and incorporated herein by reference as Exhibit C.

- C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), attached hereto and incorporated herein by reference as Exhibit A.
- D. Sections B.1 through B.8 of Contractor's July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors 22-016, released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.

SECTION 6.0 ("PAYMENT") shall be replaced in its entirety as follows:

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 the Notice of Available Work procedures described in Section 4.0 of Contract No. 799 prior to the commencement of any work performed at the request of the Library. This First Amendment changes the original annual amount of compensation from \$140,000 to \$100,000 for the period of January 18, 2021 to January 17, 2022 and changes the maximum contract compensation from \$420,000 to \$520,000.

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

SECTION 8.0 ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follows:

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17[v.3]) (Exhibit A).

SECTION 10.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

The term of this Agreement shall be from January 18, 2017 to January 17, 2022.

Add SECTION 17.0 ("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 Agreement 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."

Add SECTION 18.0 (“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)

FIRST AMENDMENT TO CONTRACT NO. 799

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

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
STEWART KWOH
President and Executive Director
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: _____

**FIRST AMENDMENT
TO CONTRACT NO. 800
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
CENTRAL AMERICAN RESOURCE CENTER – CARECEN – OF CALIFORNIA
IMMIGRATION ASSISTANCE CONTRACTOR**

THIS FIRST AMENDMENT to Contract No. 800 is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as “City”, “Board”, or “Library”), and Central American Resource Center – CARECEN – of California (hereinafter “Contractor”) to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons.

WHEREAS, on January 18, 2018, Library and Contractor entered into Contract No. 800 to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons for a term of three (3) years and an annual amount of \$140,000, and

WHEREAS, the Library seeks to extend Contract No. 800 (C-130718) for an additional year, through January 17, 2022 and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000 to ensure service to the public is not interrupted as the new Request for Qualifications (RFQ) No. 44-022, Immigration Integration and Immigration Assistance Services process is being performed; and

WHEREAS, on August 19, 2020, Library accepted bids due RFQ No. 44-022 for Immigration Integration and Immigration and Assistance Services; and

WHEREAS, completing this First Amendment will enable the Library time to execute new agreements resulting from the RFQ No. 44-022; and

WHEREAS, on January 14, 2021, the Board approved the execution of this First Amendment to Contract No. 800 (Board Resolution No. 21-XX [C-XX]); and

WHEREAS, funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services; and

WHEREAS, On January 14, 2021, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because a new RFQ 44-022, Immigration Integration and Immigration Assistance Services was released on June 30, 2020 and the evaluation of responses is currently being performed to meet the on-going needs of the LAPL and patrons.

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

SECTION 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

- 1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:
 - A. This First Amendment to Contract No. 800;
 - B. Contract No. 800, attached hereto and incorporated herein by reference as Exhibit C.
 - C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), which replaces Standard Provisions for City Contracts (Rev. 10/17[V.2]), is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
 - D. Sections B.1 through B.8 of Contractor’s July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.
 - E. Sample documents:
 1. Notice of Available Work
 2. Notice to Proceed
 3. Supplemental Notice to Proceed
- 1.2 All of the above Exhibits are on file in the office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

SECTION 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

- 2.1 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 for As Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:
 - A. This First Amendment to Contract No. 800;
 - B. Contract No. 800, attached hereto and incorporated herein by reference

as Exhibit C.

- C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), attached hereto and incorporated herein by reference as Exhibit A.
- D. Sections B.1 through B.8 of Contractor's July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors 22-016, released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.

SECTION 6.0 ("PAYMENT") shall be replaced in its entirety as follows:

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 the Notice of Available Work procedures described in Section 4.0 of Contract No. 800 prior to the commencement of any work performed at the request of the Library. This First Amendment changes the original annual amount of compensation from \$140,000 to \$100,000 for the period of January 18, 2021 to January 17, 2022 and changes the maximum contract compensation from \$420,000 to \$520,000.

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

SECTION 8.0 ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follows:

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17[v.3]) (Exhibit A).

SECTION 10.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

The term of this Agreement shall be from January 18, 2017 to January 17, 2022.

Add SECTION 17.0 ("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 Agreement 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."

Add SECTION 18.0 ("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)

FIRST AMENDMENT TO CONTRACT NO. 800

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

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
Martha Arevalo
Executive Director
Central American Resource Center -
CARECEN – of California

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: _____

**FIRST AMENDMENT
TO CONTRACT NO. 801
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
INTERNATIONAL RESCUE COMMITTEE, INC.
IMMIGRATION ASSISTANCE CONTRACTOR**

THIS FIRST AMENDMENT to Contract No. 801 is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as “City”, “Board”, or “Library”), and International Rescue Committee, Inc. (hereinafter “Contractor”) to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons. Library and Contractor may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, on January 18, 2018, Library and Contractor entered into Contract No. 801 to provide professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons for a term of three (3) years and an annual amount of \$140,000, and

WHEREAS, the Library seeks to extend Contract No. 801 (C-130711) for an additional year, through January 17, 2022 and increase compensation by an additional \$100,000 to a maximum contract compensation of \$520,000 to ensure service to the public is not interrupted as the new Request for Qualifications (RFQ) No. 44-022, Immigration Integration and Immigration Assistance Services process is being performed; and

WHEREAS, on August 19, 2020, Library accepted bids due RFQ No. 44-022 for Immigration Integration and Immigration and Assistance Services; and

WHEREAS, completing this First Amendment will enable the Library time to execute new agreements resulting from the RFQ No. 44-022; and

WHEREAS, on January 14, 2021, the Board approved the execution of this First Amendment to Contract No. 801 (Board Resolution No. 21-XX [C-XX]); and

WHEREAS, funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services; and

WHEREAS, On January 14, 2021, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because a new RFQ 44-022, Immigration Integration and Immigration Assistance Services was released on June 30, 2020 and the evaluation of responses is currently being performed to meet the on-going needs of the LAPL and patrons.

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

SECTION 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

- 1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:
 - A. This First Amendment to Contract No. 801;
 - B. Contract No. 801, attached hereto and incorporated herein by reference as Exhibit C.
 - C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), which replaces Standard Provisions for City Contracts (Rev. 10/17[V.2]), is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
 - D. Sections B.1 through B.8 of Contractor’s July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.
 - E. Sample documents:
 1. Notice of Available Work
 2. Notice to Proceed
 3. Supplemental Notice to Proceed
- 1.2 All of the above Exhibits are on file in the office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

SECTION 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

- 2.1 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 for As Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:
 - A. This First Amendment to Contract No. 801;
 - B. Contract No. 801, attached hereto and incorporated herein by reference as Exhibit C.

- C. Standard Provisions for City Contracts (Rev. 10/17[V.3]), attached hereto and incorporated herein by reference as Exhibit A.
- D. Sections B.1 through B.8 of Contractor's July 14, 2017 response to the Request for Qualifications for Immigration Assistance Contractors 22-016, released on March 15, 2017, attached hereto and incorporated herein by reference as Exhibit B.

SECTION 6.0 ("PAYMENT") shall be replaced in its entirety as follows:

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 the Notice of Available Work procedures described in Section 4.0 of Contract No. 801 prior to the commencement of any work performed at the request of the Library. This First Amendment changes the original annual amount of compensation from \$140,000 to \$100,000 for the period of January 18, 2021 to January 17, 2022 and changes the maximum contract compensation from \$420,000 to \$520,000.

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

SECTION 8.0 ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follows:

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17[v.3]) (Exhibit A).

SECTION 10.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

The term of this Agreement shall be from January 18, 2017 to January 17, 2022.

Add SECTION 17.0 ("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 Agreement 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."

Add SECTION 18.0 (“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)

FIRST AMENDMENT TO CONTRACT NO. 801

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

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
Martin Zogg
Executive Director
International Rescue Committee, 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: _____