

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
SISTAHFRIENDS
TO PROVIDE
MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES**

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 SISTAHFRIENDS (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 27, 2022, the Board approved the release of a Request for Qualifications (RFQ) to provide Mental Health Services and/or Social Services at the Library (Library Resolution No. 2022-7); and

WHEREAS, The RFQ was released on February 18, 2022, with a proposal due date of May 18, 2022; and

WHEREAS, Addendum No. 1 to the RFQ was released on April 5, 2022, and revised the due date for proposals to June 30, 2022, and changed the Mandatory Pre-Proposal Conference date to May 18, 2022; and

WHEREAS, Addendum No. 2 to the RFQ was released on May 27, 2022, and revised the due date for proposals to July 14, 2022, and scheduled an additional Mandatory Pre-Proposal Conference for June 15, 2022; and

WHEREAS, Contractor submitted a timely proposal but the Library found the proposal lacked several documents required by the RFQ, which Contractor subsequently provided to the Library to complete the proposal. An evaluation panel of Library employees found Contractor to be qualified and able to perform the proposed services; and

WHEREAS, On October 13, 2022, the Board waived informalities and approved the award of a contract to Contractor for a term of five years and an amount not to exceed \$860,267 per fiscal year (July 1st – June 30th). No amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis; and

WHEREAS, On October 13, 2022, the Board found, in accordance with 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 and economical to have this work performed by an independent contractor than by City employees; and

WHEREAS, Funds are available to compensate the Contractor 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:

I.0 DOCUMENTS

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

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.3 The Request for Qualifications to provide Mental Health Services and/or Social Services released on February 18, 2022, which is attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- I.4 Contractor's response to the Request for Qualifications to provide Mental Health Services and/or Social Services, which is attached hereto and incorporated herein by reference as Exhibit C.
- I.5 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit D.
- I.6 Selection Documents:
 - Exhibit E – Notice of Available Work
 - Exhibit F – Notice to Proceed
 - Exhibit G – Supplemental Notice to Proceed

The abovementioned "Selection Documents" are incorporated by reference hereinafter as Exhibit E "Notice of Available Work", Exhibit F "Notice to Proceed", and Exhibit G "Supplemental Notice to Proceed". The process to select Contractor to provide specific mental health services and/or social services is detailed in Section 6 ("Project Bid Process") 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 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The Request for Qualifications to provide Mental Health Services and/or Social Services released on February 18, 2022 (Exhibit B).

2.4 Contractor's response to the Request for Qualifications to Provide Mental Health Services and/or Social Services (Exhibit C).

2.5 Confidentiality Agreement (Exhibit D).

2.6 Selection Documents:

Exhibit E – Notice of Available Work

Exhibit F – Notice to Proceed

Exhibit G – Supplemental Notice to Proceed

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be applicable and 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 and shall begin upon the date of execution.

No amount of compensation or work is guaranteed and all work performed shall be on an as-needed and as-requested basis in accordance with Section 6 ("Project Bid Process") of this Agreement.

5.0 SCOPE OF WORK

5.1 Contractor shall provide the following services:

- A. Prevent disruptive incidents by patrons;
- B. Connect patrons to needed services;
- C. Provide support for Library staff and volunteers;
- D. Pilot new LAPL initiatives;
- E. Increase connections to community resources;
- F. Increase the community resources available through the Library;
- G. Participate in Library events to enroll patrons in services provided by Contractor;
- H. Recommend other programs and services to implement.

5.2 Contractor shall provide the aforementioned services at the following locations:

- A. Central Library
- B. Central Southern Area – Branch Libraries

5.3 Contractor shall provide the type(s) of professional services as described in Exhibit C ("Contractor's Response to the Request for Qualifications to

provide Mental Health Services and/or Social Services”) of this Agreement on an as-needed and as-requested basis.

5.4 Contractor shall respond in a timely manner to all Notices of Available Work and Notices to Proceed issued by the Library as described in Section 6 (“Project Bid Process”) of this Agreement.

6.0 PROJECT BID PROCESS

The following is the process that the Library will utilize to select specific Contractors for specific Mental Health Services and/or Social Services during the term of this Agreement:

6.1 Library, on an as-needed basis, will issue a written Notice of Available Work to all applicable Contractors for specific projects. The Notice of Available Work will include, at minimum, the following: scope of work and/or work specifications; Library expectations; work location(s); project bid requirements and evaluation criteria; Contractor response due date and time; and other pertinent information the Library deems necessary.

6.2 Contractors interested will respond with a written project proposal that meets the requirements of the Notice of Available Work.

6.3 Library will review the submitted responses and select the Contractor that best meets the evaluation criteria as follows:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library and Library patrons.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	30
Ability to provide the requested work at a reasonable cost to the Library.	20
Submission of a high-quality professional response demonstrating the ability to perform the requested work.	20
TOTAL	100

6.4 Library will issue a written Notice to Proceed to the selected Contractor which will authorize Contractor to begin work and specify a “Not to Exceed” compensation amount based on the Contractor’s response. The Contractor shall complete the work within the timeframe indicated on the Notice to Proceed.

- 6.5 Any revisions to the project must be approved in writing by the City Librarian, or designee, and memorialized on a Supplemental Notice to Proceed.
- 6.6 The Library reserves the right to not issue and/or to cancel or rescind any Notice of Available Work or Notice to Proceed or Supplemental Notice to Proceed at any time.

7.0 PAYMENT

The amount payable to Contractor for services and materials during the term of this Agreement shall be as proposed by Contractor and accepted by Library in accordance with Section 6 ("Project Bid Process") of this Agreement.

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. The amount for services and materials to be acquired from the Contractor will not exceed \$860,267 per fiscal year (July 1st – June 30th). No amount of work or payment is guaranteed.

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 under personal services agreements 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 and amount due for task
 - F. Remittance address
- 8.3 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. Invoices shall be submitted to the

Library by Contractor within 30 days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 12.0 ("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 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.

Invoices shall be submitted via hard copy to:

Los Angeles Public Library
Attention: Karen Pickard-Four (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

Invoices may also be submitted via electronic mail to the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement.

- 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, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding Section 4.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement without cause on 30 days written notice by personal delivery or by registered or certified mail, postage prepaid, return receipt 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 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: Yolanda Whittington
Title: Chief Executive Officer
Company: SISTAHFRIENDS
Address: 3756 Santa Rosalia Dr., Suite C219
Los Angeles, California 90008
Telephone: (213) 291-9039
Email: yolanda@sistahfriends.org

LIBRARY'S REPRESENTATIVE

Name: Karen Pickard-Four
Title: Library Experience Office Lead
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-4761
Email: kpickard@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 business days of such change.

13.0 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.

14.0 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.

15.0 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.

16.0 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.

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.

17.0 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.

18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 16.0 (“Confidentiality”) and 17.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Agreement.

19.0 CONTINUED REQUIREMENTS

The requirements of Sections 16.0 (“Confidentiality”), 17.0 (“Contractor’s Interaction with the Media”), and 18.0 (“Requirements Apply to all Subcontractors”) survive termination of the Agreement.

20.0 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.

21.0 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.

22.0 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

By _____
YOLANDA WHITTINGTON
Chief Executive Officer
SISTAHFRIENDS

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
MICHAEL DUNDAS
Assistant City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____