



Agreement

Agreement Number:

This is an example agreement

THIS AGREEMENT, made and entered into this _____ day of _____, by and between XXX., hereinafter called "Contractor", and San Mateo County Libraries, 125 Lessingia Court, San Mateo, CA 94402, hereinafter called "Library."

IT IS AGREED that the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the Library hereinafter expressed does hereby agree to furnish to the Library services and materials as follows and/or as described on exhibits attached to and incorporated herein.

Contractor will provide to the Library the following materials and/or services: See Exhibit A.

CONTRACT PERIOD will be from X to X unless terminated earlier under the terms of the Agreement. The Agreement for services as described in Exhibit A is for a x (X) year period.

COMPENSATION AND PAYMENT SCHEDULE: The Library will pay Contractor for materials and services as described in Exhibit A and Exhibit B and upon receipt of approval of invoices when submitted. The Library will pay Contractor for services performed herein a total of XXX dollars (\$XXX). Library reserves the right to withhold payment if the Library determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$XXX.

Payments are sent to:

Contractor Name
ATTN:
Address
Address
Phone

Invoices are to be submitted to:

San Mateo County Libraries
Attn. Danae Ramirez
125 Lessingia Court
San Mateo, CA 94402
(650) 312-5236

ADDITIONAL PROVISIONS set forth on pages 2-3 and Exhibits A and B hereof constitutes a part of this Agreement.
THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CONTRACTOR

SAN MATEO COUNTY LIBRARIES JPA

Contractor Signature/ Date

Library Director Signature/ Date

Contractor Tax I.D. Number

Chair, JPA Governing Board Signature/ Date

Address

ADDITIONAL PROVISIONS

1. Contractor agrees that the work/services performed under this Agreement are performed as an independent Contractor and that its officers and employees do not become employees of the Library nor are they entitled to any of the rights, privileges, powers or advantages of Library employees.
2. Contractor shall indemnify and defend Library, its officers and employees from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement, including but not limited to those resulting from the concurrent negligence of Library, its officers or employees.
3. Contractor agrees and understands that the Library does not provide Workers' Compensation Insurance to, or on behalf of, the Contractor for the work/services to be performed and that the Library will not withhold Federal or State Income Taxes from monies due the Contractor for work/services performed, but that said taxes are the sole responsibility of Contractor. Contractor shall provide necessary Workers' Compensation Insurance at Contractor's own cost and expense.
4. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000. All contractors performing work/services with the County Library must have a minimum of \$1 million general liability insurance, \$1 million auto insurance, and statutory workers' compensation insurance, and the County Library must be named as an additional insured.
5. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Library, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
6. Library may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Library, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Library and shall be promptly delivered to the Library. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Library determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

7. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

9. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, creed, color, sex, sexual orientation, age, disability or national origin. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

10. Contractor shall maintain all records related to this Agreement for no less than three (3) years after the Library makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Library, the State of California and/or Federal grantor agencies.

11. This Agreement, including Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Library Director. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Library and Contractor. Further, liability referenced to in section 4 is limited to Contractor's negligence during the Contractor's performance under this contract.

12. This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

Exhibit A Scope of Work

PROJECT TITLE

The Contractor will provide ...

Exhibit B Payment Schedule

PROJECT TITLE

In consideration of the services provided by Contractor in Exhibit A, Library shall pay Contractor based on the following:

The Contractor shall be paid for completion of specific tasks and delivery of products and services which correspond to the milestones established between the Contractor and the Library for this project:

[List Milestones and payments]