

**CITY OF SAN LUIS OBISPO
AGREEMENT FOR PURCHASES OF GOODS AND SERVICES**

This Agreement for Purchases of Goods and Services (this “Agreement”) is made and entered into in the City of San Luis Obispo on _____ (the “Effective Date”) by and between the City of San Luis Obispo, a municipal corporation (“City”) and Archer Street, LLC “Contractor”). City and Contractor are sometimes referred herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on June 27, 2022, City requested qualifications for technology consulting services; and

WHEREAS, pursuant to said request, Contractor submitted qualifications that were accepted by City;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Effective Date and end five years thereafter.
2. **INCORPORATION BY REFERENCE.** City Notice Requesting Qualifications for Technology Consulting Services and Contractor's proposal dated June 18, 2022, are hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. The City's insurance requirements are hereby incorporated in and made part of this Agreement, attached as Exhibit C. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both Parties.
3. **REVISIONS TO EXHIBIT B.** The Parties agree to revise Exhibit B as set forth below.
 - a. Proposal Content, No. 8, p. 9, entitled “Attendance at Meetings and Hearings” shall be revised to state the following:

As part of the workscope and included in the contract price is attendance by Contractor at up to four (4) public meetings to present and discuss its

findings and recommendations. Contractor shall attend as many “working” meetings with staff as necessary in performing workscope tasks.

- b. Standard Terms and Conditions, p. 24, shall add the following new provisions:

Termination by Contractor for Convenience. Contractor may terminate this Agreement for any or no reason at any time by giving thirty (30) calendar days written notice to the City.

Termination by Contractor for Cause. If, during the term of this Agreement, Contractor determines that City is not faithfully abiding by any term or condition contained herein, Contractor may notify City in writing of such defect or failure to perform. This notice must give City a ten (10) calendar day notice of time thereafter in which to cure the deficiency or perform. If City has not performed or cured within such ten days specified in the notice, such failure shall constitute a breach of this Agreement and Contractor may terminate this Agreement immediately by written notice to City to said effect. Thereafter, neither Party shall have any further duties, obligations, responsibilities, or rights under the contract, except that any and all obligations of Contractor’s surety shall remain in full force and effect. In the event of termination by Contractor, Contractor shall be entitled to damages under applicable law.

Limitation of Liability. Except as expressly provided for herein, Contractor shall not be liable in contract or tort to the City for any special, consequential, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, loss of use, nor for any damages in excess of Contractor’s insurance policy limits.

4. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation per project as set forth in Exhibit A.
5. **CONTRACTOR/CONSULTANT’S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
6. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

- 7. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
- 8. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City Miguel Guardado
 IT Dept.
 990 Palm Street
 San Luis Obispo, CA 93401
 mguardad@slocity.org

Consultant Archer Street, LLC
 3894 Crenshaw Blvd.
 Unit 8551
 Los Angeles, CA 90008

- 9. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

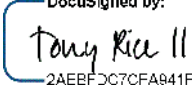
CITY OF SAN LUIS OBISPO:

By: _____
 Derek Johnson, City Manager

APPROVED AS TO FORM:

 J. Christine Dietrick, City Attorney

CONTRACTOR:

DocuSigned by:

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 By: _____
 Tony Rice II, Chief Executive Director
 Archer St, LLC