

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

REQUEST FOR PROPOSALS

For Strategic Planning Consultant Services

August 3, 2022

REQUEST FOR PROPOSALS

Strategic Planning Consultant Services

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

Request for Proposals Issue Date:	August 3, 2022
Description:	The St. Charles City-County Library (“Library”) seeks a qualified firm to develop a strategic plan to drive decisions for the next three to five years while positioning the Library for long-term sustainability and success. In addition, the plan will play a key role in informing the scope of a future near-term tax-levy increase initiative and will act as an educational tool for voters.
Web site address:	https://www.mylibrary.org/
Timetable:	RFP Issue Date 8/3/22
	Written Questions Due by 3 p.m. on 8/24/22
	Response to Questions Issued by Addendum 8/31/22
	Proposals Due by 3 p.m. C.T. on 9/14/22
	Interview of Finalists Week of 9/26/22
	Notice of Award: Week of 10/17/22
Proposal Delivery Address:	St. Charles City-County Library District P.O. Box 529 77 Boone Hills Drive St. Peters, MO 63376
Proposal Administrator:	Ms. Chris Donnelly Purchasing and Building Project Manager 636-441-2300 cdonnelly@stchlibrary.org

REQUEST FOR PROPOSALS

The Board of Trustees of the St. Charles City-County Library (the “Library”) requests the submission of Proposals (“Proposal” or “Proposals”) in response to this Request for Proposals from qualified businesses to provide Strategic Planning Consultant Services to the Board of Trustees as described in this Request for Proposals (the “Project”). All Proposals must be received no later than 3 p.m. C.T., on Wednesday, September 14, 2022:

Ms. Chris Donnelly
Purchasing and Building Project Manager
St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376

To preserve the integrity of the selection process, questions regarding this Request for Proposals should only be directed to Jason Kuhl, Chief Executive Officer. If you have any questions, please contact Mr. Kuhl at jkuhl@stchlibrary.org no later than 3 p.m. on Wednesday, August 24, 2022. Response to questions will be issued by Addendum and posted on www.mylibrary.org on Wednesday, August 31, 2022 by 5:00 p.m.

A proposer shall complete the Proposal as required in this Request for Proposals and deliver the completed Proposal in a sealed envelope marked “Strategic Planning Consultant Services RFP.” Any delivery of proposals to the Library’s Central Services office should be directed to the warehouse door at the left side of the building. The Library District reserves the right to reject any and all Proposals and to waive formalities in the best interest of the Library District.

LIBRARY BACKGROUND

The Library District is a political subdivision of the State of Missouri. The Board of Trustees (“Board of Trustees”) of the Library District is a body corporate with all the powers and rights of like or similar corporations serving more than 400,000 Library District residents.

All management and control of the Library District is vested in a Board of Trustees consisting of nine Trustees appointed by the County Executive of St. Charles County or Mayor of the City of St. Charles. The Trustees serve staggered three-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees’ pleasure as the Chief Executive Officer of the Library.

The Library District currently consists of eleven (11) branch locations, one (1) bookmobile, and a Central Services office.

SCOPE OF WORK

The St. Charles City-County Library (“Library”) seeks a qualified firm to develop a strategic plan to drive decisions for the next three to five years while positioning the Library for long-term sustainability and success. In addition, the plan will play a key role in informing the scope of a future near-term tax-levy increase initiative and will act as an educational tool for voters.

The plan must:

- Be data-driven and realistic in scope.
- Identify and address the needs of unique communities throughout the Library’s service area.
- Serve as a guide to drive decisions regarding budget allocation, programs, services, collections, technology, and staffing.
- Provide clearly prioritized goals, measurable objectives, and an assessment methodology.
- Identify the financial impacts of plan implementation and inform the development and execution of future ballot initiatives.

The Library is a political subdivision of the State of Missouri serving more than 400,000 residents in one of the fastest growing counties in the state. Service is provided through eleven (11) branch locations, one (1) bookmobile, and a central Support Services office.

In 2018, the Library embarked on a planning process to create its [2019-2023 Strategic Plan](#). Based on recommendations from that plan, the Library began a restructuring of its service and staffing models, enhanced self-service delivery options, initiated bookmobile service, and developed a comprehensive [Facilities Master Plan](#). The COVID-19 pandemic was a significant factor on further plan implementation, and the pandemic’s potential ongoing impact on customer habits and needs has prompted us to initiate the development of our next plan earlier than anticipated.

While the work in 2018 served to bring the Library up to a baseline set of standards for modern library service, our goal moving forward is to establish the Library as a nimble and responsive leader in the community and a premier library both regionally and nationally. To accomplish this, we need a plan that articulates a clear path forward, drives choices about how to allocate finite resources, and demonstrates our effectiveness and value to residents.

For decades, increases in the Library’s operating expenditures have outpaced growth in revenue, and the Library has the least revenue per capita among Missouri’s seven (7) largest library districts. It is essential that the plan address the Library’s short and long term sustainability, both by looking critically at its existing operations and by informing ballot initiatives to increase tax funding. Within the next twenty-four (24) months, the Library expects to propose a tax levy increase to enhance operating revenue, fund capital improvements, and construct at least one new facility. It is expected the plan will inform the scope of that initiative and be a tool to demonstrate its value to voters.

Proposed Scope of Services

Discovery and Analysis

- Gain a thorough understanding of the Library's current organizational mission, vision, values, and strategic and facilities plans along with its organizational structure and capacity.
- Evaluate existing policies and operational practices.
- Review the Library's current range of services and programs, including its underlying planning and evaluation processes.
- Gain an understanding of the Library's service area and conduct an environmental scan to identify key demographic, psychographic, economic, social, technological and other trends that may be of impact to the Library's service delivery.

Community Engagement

- Develop and facilitate a process for community engagement with external stakeholders to gather input and identify library service needs and interests.
- Develop and facilitate a process for engaging and gathering feedback from community members who are not regular Library users in order to ascertain what they believe, feel, and value about a highly-functional library in their community.
- Develop and facilitate a process for engagement with internal stakeholders (Board, Administration, Management, and Staff) to gather input and identify library service trends and ideas regarding relevant service delivery.
- Create mechanisms to allow for ongoing input and feedback with stakeholders.

Presentation of Findings

- Prepare and present a report with executive summary and detailed findings on:
 - All areas of discovery and analysis.
 - Meaningful trends from external and internal engagement processes.
 - Gaps between current Library operations, services, and programs and inputs from stakeholders.
 - High-level recommendations to best match Library operations, services, and programs to stakeholder needs and interests including an assessment of critical resources required to achieve alignment.

Plan Development

- Facilitate a working process with stakeholders to identify essential library service priorities, goals and objectives for both the short (3-5 years) and long (10-20 years) terms, including those currently offered that continue to be relevant and those that need to be developed.

Strategic and Communications Plan

- Prepare a dynamic and compelling Strategic Plan with Executive Summary that outlines short and long term priorities, goals, and objectives. All component parts listed below under Deliverables should be included.
- Develop a mechanism for reporting on progress to internal and external stakeholders.
- Work with relevant internal stakeholders to develop a plan for marketing the final product both internal and externally including with respect to future ballot initiatives. Provide multiple channels of communication to account for differences, needs, and preferences within the communities that the Library serves.
- Develop an internal communications plan to ensure understanding and buy-in for staff and other internal stakeholders.
- Provide a framework for devising strategies to engage the broader community in supporting the Library's mission and enhancing their general awareness of the Library.

Achievability Analysis

- Analyze the Library's organizational capacity to implement the Strategic Plan options including, but not limited to, an analysis of financial implications of implementation.
- Prepare a gap analysis report of areas in which organizational capacity does not meet needs for implementation and make recommendations for increasing achievability.

Ongoing Evaluation and Planning

- Provide self-assessment methodology and tools for ongoing strategic planning and goal achievement evaluation.

Deliverables

1. Stakeholder Analysis
2. Findings Report
3. Strategic Plan, including but not limited to:
 - Executive Summary including outline of short and long term priorities and objectives
 - Detailed report with clearly prioritized goals, timeline, measurable objectives, and evaluation methodology
 - Communication Plan, including reporting tools
 - Achievability/Gap Analysis Report and Recommendations
 - Ongoing self-assessment methodology and tools

PROPOSAL REQUIREMENTS

1. REQUIREMENTS

(a) **The Proposal must arrive not later than 3 p.m. C.T., on Wednesday, September 14, 2022.** No Proposal will be accepted after this time and any Proposal arriving after this time will be returned unopened.

(b) The Proposal must be addressed as follows and delivered to the following address:

Ms. Chris Donnelly
Purchasing and Building Projects Manager
St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376

Any delivery of proposals to the Library's Central Services office should be directed to the warehouse door at the left side of the building.

(c) The Proposal must bear the following legend:

**Strategic Planning Consultant Services RFP for
the St. Charles City-County Library District**

(d) Proposals must be on eight-and-one-half inch (8 1/2") by eleven inch (11") white paper printed on one side. [Sheets containing graphic images may fold out to eleven inches (11") by seventeen inches (17").] The Proposal must clearly and easily identify the individual or firm and contain the name, address, and a telephone number of its principal spokesperson, which may be released by the Library District as public information as required by applicable law and/or Library District policy. Colored and/or tabbed divider sheets may be used to delineate discrete sections.

(e) Each Proposal must submit five (5) complete and bound copies of each Proposal and one unbound original, with original signatures, and one "public/press" copy of the Proposal in which the individual or firm should redact any information which it deems confidential or proprietary.

(f) **Any proposer desiring an explanation or interpretation of the Request for Proposals must request it in writing no later than 3 p.m. on Wednesday, August 24, 2022.** Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a proposer concerning a solicitation will be furnished promptly to all other proposers as an amendment of the Request for Proposals, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective proposers.

(g) If this Request for Proposals is amended, then all terms and conditions, which are not

modified, remain unchanged. Proposers shall acknowledge receipt of any amendments to this solicitation by: (i) signing and returning the amendment; and (ii) identifying the amendment number and date in the space provided for this purpose. The Library District must receive the acknowledgement by the time specified for receipt of Proposals.

- (h) No Proposal shall be withdrawn for a period of 90 days subsequent to the opening of the Proposals without prior written consent of the Library District.
- (i) The Library District is not liable for any cost incurred by the proposer prior to issuance of a legally executed contract by the Library District and/or purchase order authorized by the Library District.
- (j) All materials submitted by the proposer in response to this Request for Proposals become the sole property of the Library District upon receipt. The material contained in these Proposals will be appended to the final contract, further defining the contractual responsibilities of the proposer.

2. **COVER LETTER**

- (a) Cover Letter must indicate that the signer is authorized to bind the proposer contractually and must identify the title or position of the signer. The letter shall also contain the following:
 - (i) The name of the proposer, street address, telephone number, and email address.
 - (ii) A statement that (a) the proposer is willing and able to provide the goods and services required for a successful engagement; (b) the proposer has read and understands the Request for Proposals; and (c) the Proposal is made in accordance with the Request for Proposals and is based upon the materials, products, systems and equipment required by the Request for Proposals.
 - (iii) The name of the individual within the proposer, who will be the primary contact concerning this engagement.
- (b) An unsigned submission shall be rejected.

3. **PROPOSAL CONTENT.** The Proposal shall contain the following information at a minimum:

- (a) General Information About the Proposer. Please provide a brief description of the individual or firm, the date the firm was established, the location of its headquarters, the number of employees, and website address.

- (b) Qualifications and Experience. The Proposal must clearly identify the individual or firm's qualifications, competence and relevant experience in providing services for the Project described in this Request for Proposals. You must have at least 5 years of experience developing strategic plans.
- (i) Discuss your experience working with public libraries. Proposers must indicate the largest library systems with which they have experience including the number of locations of branches.
 - (ii) Provide at least (2) examples of completed strategic plan projects with a description of each project.
- (c) Proposal Approach. Discuss your approach and methodology to complete the Scope of Work., including what a fully-defined Scope of Work must contain for this engagement. Proposers should include an estimated timeline with necessary tasks.
- (d) Proposer Understanding of Public Libraries and St. Charles County. Discuss your understanding of public libraries today and your understanding of St. Charles County including demographics, geography, languages, cultural diversity, public transportation, and other relevant categories of information.
- (e) Key Personnel. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the proposer. Please identify the individuals proposed to serve the Library District, specify their capacity and roles, and include a brief resume for each. If the proposer is required to give an oral presentation as part of the selection process, only those individuals listed will be invited to participate.
- (f) References. Please provide at least three (3) references from similar sized contracts pursuant to which your company has provided similar services within the last five (5) years.
- (g) Conflict of Interest. If the proposer believes that a conflict of interest may arise, describe the nature of the conflict and the proposed resolution of the conflict. Further, please describe whether the firm or any of its employees has any interests or relationships which might conflict with or compromise the expectations of the Library District in providing the services set forth in this Request for Proposals.
- (h) Financial Interest. Please disclose any professional or personal financial interests which could be a possible conflict of interest in contracting to perform services for the Library District.
- (i) Cost Proposal. Proposer must submit a fee for the Project services that is inclusive of all costs. Proposer should incorporate any overhead into the fee including, without limitation, supplies, equipment, telephone, mileage and other charges.
- (j) Other. Discuss any other firm characteristics which your firm believes should be considered by the Library District.

SELECTION PROCEDURES

1. Proposals will be opened and referred to and reviewed by a Selection Committee composed of representatives of the Library District named by the CEO.
2. Proposals that fail to adhere to the requirements of this Request for Proposals may result in the Proposal being disqualified as non-responsive.
3. In determining the best Proposal, among other factors, the Library District may consider all factors in this Request for Proposals including, but not limited to the capacity and capability of the proposer to perform the work in question within the time limitations required; proposer's past experiences with references for comparable work; location of the proposer; and the reasonableness of the fee for the type of work required.
4. The Selection Committee will make a recommendation to the Board of Trustees. The selected proposer may be asked to give an oral presentation, either in person (preferred) or via Skype or similar, to the Board of Trustees at its meeting on October 18, 2022.

AWARD

1. The right is reserved by the Board of Trustees to cancel this Request for Proposals, to reject any and all Proposals, to split awards or make multiple awards, or to waive formalities in the best interest of the Library District.
2. Subject to the rights reserved by the Library District, an award will be made by the Board of Trustees to the proposer determined to have the best Proposal.
3. All proposers will be notified of the Library District's selection as soon as possible.
4. The successful proposer will be issued a Notice of Award. Within ten business days, the successful proposer shall provide the following documentation:
 - (a) Proof of the appropriate insurance coverage:
 - (i) Worker's Compensation & Employers Liability – statutory amounts
 - (ii) Commercial General Liability – \$1,000,000/occurrence
\$2,000,000/aggregate.
 - (iii) Automobile Liability Insurance – \$1,000,000
 - (iv) Professional Liability – \$1,000,000
 - (v) Umbrella Liability Insurance – \$5,000,000/occurrence.
 - (b) Federal Identification Number.
 - (c) Evidence that the successful proposer is authorized to do business in Missouri.
 - (d) All proposers on Library District contracts for services in excess of \$5,000 must provide the Library District with documentation and a sworn affidavit, with respect to employees working in connection with the contracted services, affirming enrollment in a Federal Work Authorization Program ("FWAP"). The affidavit shall also provide that the proposer does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided with a Proposal. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.

The successful proposer is expected to enter into a written contract with the Library District. The contract will be substantially in the form of the Consultant Services Agreement attached hereto and incorporated herein as Exhibit A. Approval of a final contract between the Library District and the successful proposer, pursuant to this Request for Proposals and the proposer's response, is subject to approval by the Board of Trustees.

Exhibit A

Sample Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

This CONSULTANT SERVICES AGREEMENT (this “Agreement”), effective as of _____ (the “Effective Date”) is by and between the St. Charles City-County Library District (“Library”) and _____ (“Consultant”).

WHEREAS, Library issued a Request for Proposals, dated August 3, 2022, for Strategic Planning Consultant Services (“Project”), a copy of which is attached hereto as Exhibit A and made a part hereof (“RFP”);

WHEREAS, Consultant submitted a Proposal, dated _____, a copy of which is attached hereto as Exhibit B and made a part hereof (“Proposal”) to provide services for the Project;

WHEREAS, the Library Board of Trustees desires to engage Consultant to provide services for the Project; and

NOW, THEREFORE, in consideration of the mutual promises herein, Library and Consultant agree as follows:

1. Scope of Services; Project Schedule.

A. Consultant shall provide professional services for the Project, as described in the RFP and Proposal, to Library in accordance with the terms and conditions of this Agreement (the “Services”). To clarify, the Services shall consist of those tasks identified as “_____” on Page ___ of the Proposal. In the performance of the Services, Consultant represents and warrants that it has and will exercise that degree of professional care, skill, efficiency, and judgment ordinarily employed by consultants providing similar services in a similar locality and under similar circumstances. Consultant further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform the Services and agrees to maintain such licenses, registrations, and certifications in active status and in good standing throughout the Term of this Agreements.

B. Within ten (10) days after execution of this Agreement, Consultant shall submit, for Library’ s approval, Consultant’s detailed plan and schedule for completing the Services (the “Project Schedule”). Upon approval by the Library, the Project Schedule shall become a part of this Agreement. Consultant shall complete the Services in accordance with the requirements of this Agreement and the Project Schedule, including any revisions thereto and shall meet all interim or final milestone dates included in the Project Schedule.

2. Term; Termination.

This Agreement shall commence on the Effective Date and will continue until all Services have been completed and accepted by Library in accordance with the Project Schedule, unless terminated earlier in accordance with this Section (“Term”). Library may terminate this

Agreement, with or without cause, upon thirty (30) days' notice to Consultant. Consultant shall be paid for Services performed in accordance with this Agreement up to the effective date of termination. No Services, or payment for Services, shall continue beyond the termination date.

3. Compensation.

A. As compensation for the Services actually performed and completed pursuant to the terms and conditions of this Agreement, Library shall pay Consultant in an amount not to exceed _____ (the "Fees"), which amount shall be accepted by Consultant as full compensation for all such Services, inclusive of all travel and other expenses incurred by Consultant in performance of Services, except as otherwise approved by Library, in writing, prior to Consultant's incurring any such expenses.

B. The Fees shall be payable monthly pursuant to invoices submitted on the basis of Services completed. Payment shall be made to Consultant within thirty (30) days after approval by Library of invoices and supporting documentation submitted by Consultant. Library shall have the right to withhold payment of any portion of the Fees for any Services not performed or completed in a reasonably satisfactory manner until such time as Consultant modifies such Services to the reasonable satisfaction of Library. Library shall not be required to pay additional fees or expenses to correct mistakes, errors or omissions of Consultant in the Services.

4. Ownership of Work.

A. Library shall own all rights, title, and interest (including without limitation copyrights and any other intellectual property or proprietary rights) in all materials, reports, designs, plans, specifications, schedules, and other data and documents prepared, or in the process of being prepared, in Consultant's performance of the Services in connection with this Agreement, and Consultant agrees to execute any additional documents which may be necessary to evidence such ownership. In the event of an early termination of this Agreement, Consultant shall deliver any materials, reports, designs, plans, specifications, schedules, and other data and documents prepared in Consultant's performance of the Services, whether finished or unfinished, to Library within seven (7) days of termination, provided that Consultant may retain a copy of all material produced under this Agreement for use in its general business activities. Library reserves the right to withhold any compensation due to Consultant until all documents are received as provided herein.

B. Library releases Consultant from all claims and causes of action arising from Library's subsequent use of any materials, reports, designs, plans, specifications, schedules, and other data and documents prepared in Consultant's performance of the Services. To the extent permitted by applicable law, Library further agrees to indemnify and hold harmless the Consultant from all costs and expenses related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses are actually caused by Library's negligent use of the materials, reports, designs, plans, specifications, schedules, and other data and documents prepared in Consultant's performance of the Services. Library's obligations to indemnify the Consultant shall not apply to the extent that such costs and expenses are caused by the negligence or willful misconduct of the Consultant or any third party.

5. Changes in Scope.

The Fees are based upon the Services described herein and shall be subject to change if Library requests a material change to the scope of Services that requires an increase in the Fees or extension of the Project Schedule. In the event that Library requests a material change to the scope of the Services that requires an increase in the Fees or extension of the Project Schedule for the agreed upon Services, then Consultant shall give Library written notice thereof prior to the time that Consultant performs the Services related to the material change. Upon such notification, the parties shall mutually agree upon an equitable adjustment to the Fees and/or the Project Schedule, as applicable, to the extent reasonably necessary to compensate Consultant for a material change in the Services. Failure to give any such written notice as aforesaid shall constitute a waiver of the right of Consultant to an increase in the Fees or extension of the Project Schedule. If the parties are unable to agree upon a change in the Fees or Project Schedule, then either party shall have the right to terminate this Agreement by giving written notice thereof to the other party.

6. Conflict of Interest.

A. Consultant represents and warrants that it has no interest, and will not acquire any interest, either directly or indirectly, that would present any conflict of interest in its ability to perform the Services pursuant to this Agreement. In providing the Services under this Agreement, the Consultant expressly agrees that Consultant does not have any interest, financial or otherwise, direct or indirect, with Library or any Library Trustee, officer, director, employee, or agent, or any immediate family member or partner thereof, or with any organization that employs, or intends to employ, any of those individuals.

B. Consultant agrees that in the event a conflict of interest arises during the Term of this Agreement, Consultant shall disclose, in writing, the existence and nature of such conflict to Library. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after Consultant's discovery of the conflict. Consultant's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, name of the individual or entity presenting such conflict, the nature of the conflict, and the extent to which Consultant is unable to provide the Services. Upon receipt of such disclosure, Library, in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

6. Indemnification; Insurance; Immunity Retention.

A. Consultant shall indemnify and hold harmless Library, and its Trustees, officers, directors, employees and servants, from and against claims, judgments, costs, liabilities, demands, damages, expenses, including reasonable attorney's fees, ("Liabilities") whatsoever arising in connection with the Services provided by Consultant, or its employees, agents, or independent contractors with regard to Consultant's performance pursuant to this Agreement. Consultant will be responsible for Liabilities only to the extent actually caused by the negligent acts, errors or omission of Consultant, its employees, independent contractors, or subconsultants. Consultant's obligations to indemnify the Library shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of the Library or any third party.

B. Consultant shall procure and maintain during the Term of this Agreement insurance, as follows:

- (i) Workers' Compensation as required by law and employer's liability coverage in an amount not less than one million dollars (\$1,000,000).
- (ii) Commercial general liability insurance which provides combined single limit coverage, including property damage and bodily injury, with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate.
- (iii) Automobile liability insurance which provides combined single limit coverage, including property damage and bodily injury, with limits no less than one million dollars (\$1,000,000) per accident.
- (iv) Professional liability insurance with limits no less than one million dollars (\$1,000,000).
- (v) Umbrella Liability Insurance - \$5,000,000/occurrence.

Consultant shall provide a certificate of insurance evidencing such coverage upon execution of this Agreement. Library shall be named as an additional insured on Consultant's commercial general liability and automobile liability insurance policies and such insurance shall be primary and non-contributory with respect to any insurance maintained by Library.

C. By execution and performance of this Agreement, Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Library, or its Trustees, officers, directors, servants, employees, agents, successors or assigns.

D. Obligations set forth in this Section shall survive termination of this Agreement and shall not be limited by any provision of this Agreement outside this Section.

8. E-Verify.

In accordance with Section 285.530, RSMo., Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9. General Provisions.

A. The parties to this Agreement are independent contractors, and nothing in this Agreement will create the relationship of partnership, joint venture, agency or employment between Consultant and Library. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.

B. Consultant shall not have the right to assign its rights, or delegate or subcontract its obligations, under this Agreement without the prior written consent of Library in each instance.

Consultant shall not engage the services of any third party consultant or contractors who will provide services in connection with the Services without Library's prior written consent, which consent may be conditioned upon Library's approval of the fees to be charged by such consultants or contractors and their experience, qualifications and credit worthiness. Such consent will not be unreasonably withheld. This Agreement shall be binding on and inure to the benefit of Library and Consultant and their respective successors and permissible assigns.

C. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

D. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

E. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision herein, and the unenforceable provision will be replaced by an enforceable provision that most closely accomplishes the intent of the parties.

F. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, addressed as follows:

(i) Library: St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376
Attn: Jason Kuhl

(ii) Consultant: _____

G. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. The parties hereby irrevocably consent to litigate all disputes arising out of this Agreement in the state courts located in St. Charles County, Missouri or federal courts located in the City of St. Louis, Missouri.

H. In performing the Services, Consultant shall use due professional care to comply with applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

signature page follows

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date.

**ST. CHARLES CITY-COUNTY
LIBRARY DISTRICT**

CONSULTANT

By: _____

Jason F. Kuhl
Director & CEO

By: _____

Name: _____

Title: _____

SAMPLE

EXHIBIT A
LIBRARY RFP

SAMPLE

EXHIBIT B
CONSULTANT PROPOSAL

SAMPLE