

AGENDA

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, JULY 12, 2012

CENTRAL LIBRARY
BOARD ROOM, 4th FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071

TIME: 11:00 A.M.

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: http://www.lapl.org/about/blc_docs.html.

RULES OF DECORUM: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

1. **ROLL CALL**
2. **MINUTES FOR APPROVAL: 6/7/12**
3. **PUBLIC COMMENTS ON MATTERS
WITHIN THE BOARD'S JURISDICTION**

(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting shall be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. **CITY LIBRARIAN'S REPORTS**

CONSENT CALENDAR

(Commissioners who wish to discuss particular items should ask that such items be called as Special. The remaining items will be subject to a single vote.)

- a. RECOMMENDED ACCEPTANCE OF GIFT IN THE AMOUNT OF \$1,000 FROM CROSS CULTURE MARKETING GROUP – "MIRROR MIRROR" READING CLUB PROMOTION PROGRAM FOR MEMORIAL BRANCH LIBRARY (EXHIBIT "A")
- b. RECOMMENDED APPROVAL OF AMENDMENT TO EXHIBITION AGREEMENT WITH GETTY RESEARCH INSTITUTE: "A NATION EMERGES: THE MEXICAN REVOLUTION REVEALED" (EXHIBIT "B")

- c. RECOMMENDED RECEIVE AND FILE TRUST FUND 831 ACCOUNT ACTIVITY REPORT FOR FISCAL YEAR 2011-12 (EXHIBIT "C")

BOARD DISCUSSION

- d. RECOMMENDED APPROVAL OF EXHIBITION AGREEMENT WITH GETTY RESEARCH INSTITUTE: "LOS ANGELES UNION STATION: DESIGNING A GATEWAY TO THE PACIFIC" (EXHIBIT "D")
- e. STATUS REPORT: LIBRARY PROGRAMS (EXHIBIT "E")

5. VARIOUS COMMUNICATIONS FOR APPROVAL: NONE

6. COMMISSIONERS' COMMENTS, ANNOUNCEMENTS AND REVIEW OF MATTERS PENDING

7. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE NEXT BOARD MEETING IS SCHEDULED FOR THURSDAY, JULY 26, 2012, AT THE CENTRAL LIBRARY, 630 WEST FIFTH STREET, LOS ANGELES, CA 90071, CONVENING AT 11:00 A.M.

FINALIZATION OF BOARD ACTIONS - CHARTER SECTION 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

PARKING: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at www.lapl.org.

Title II of the American with Disabilities Act: the City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities.

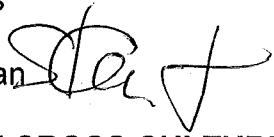
POSTED – 7/9/2012

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

July 12, 2012

LIBRARY DEPARTMENT
BOARD REPORT

To: Board of Library Commissioners

From: Susan Kent, Interim City Librarian 

Subject: **ACCEPTANCE OF GIFT FROM CROSS CULTURE MARKETING GROUP - "MIRROR MIRROR" READING CLUB PROMOTION PROGRAM FOR MEMORIAL BRANCH LIBRARY**

RECOMMENDATION

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$1,000 from Cross Culture Marketing Group – to the Memorial Branch Library in appreciation of the Memorial Branch participation in the "Mirror Mirror" children's reading promotion be accepted and deposited in Trust Fund 831, Account Number 264;

FURTHER RESOLVED, That a letter of thanks be sent to the Cross Culture Marketing Group expressing the grateful appreciation of the Board and staff for the gift.

FINDINGS

1. \$1,000 for the Memorial Branch Library will be used to purchase materials and programming.
2. Letter of appreciation should be sent to:

Mike Gifford
Cross Culture Marketing Group
8581 Santa Monica Blvd. #220
West Hollywood, CA 90069

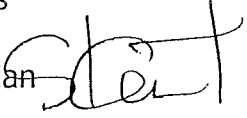
Prepared by: Eva Mitnick, Youth Services

Reviewed by: Cheryl Collins, Interim Director of Branches ^{cc}

LIBRARY DEPARTMENT
BOARD REPORT

July 12, 2012

TO: Board of Library Commissioners

FROM: Susan Kent, Interim City Librarian 

SUBJECT: **AGREEMENT WITH THE GETTY RESEARCH INSTITUTE:
"A NATION EMERGES: THE MEXICAN REVOLUTION REVEALED"**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

"RESOLVED, That the Board of Library Commissioners authorize the City Librarian to enter into an amendment to the agreement with the Getty Research Institute (GRI) for the exhibition: "*A Nation Emerges: The Mexican Revolution Revealed*," and;

FURTHER RESOLVED, That the City Attorney and City Librarian be authorized to make technical changes to the amendment prior to execution."

FINDINGS:

1. In conjunction with the Getty Research Institute (GRI), the Los Angeles Public Library (LAPL) has presented the exhibition "*A Nation Emerges: The Mexican Revolution Revealed*," since September 8, 2011. In the attached amendment, the GRI has agreed to extend the exhibition until February 28, 2013.
2. The photographs and broadsides presented in the exhibition are drawn from the Special Collections of the Getty Research Library. Also included, from the holdings of the Center for the Study Graphics, is a selection of later 20th century and 21st century posters and prints which explore the continued influence of the Mexican revolution on contemporary Mexican culture.

Prepared by: Kris Morita, Assistant General Manager

AMENDMENT TO AGREEMENT FOR LOAN EXHIBITION

TO AGREEMENT NUMBER 0400034479 dated August 10, 2011, "A Nation Emerges: The Mexican Revolution Revealed" by and between The J. Paul Getty Trust ("Getty") and The Los Angeles Public Library(the "Exhibitor") (the "Agreement"):

WHEREAS, although the original Agreement was not extended prior to the expiration, it has in fact been extended by performance of the parties. Getty and the Exhibitor wish to extend the Agreement through **February 28, 2013**, and then terminate it, the parties therefore agree as follows.

Term of Exhibition

The term of the Exhibition as described in Section 1.2 shall be extended through **February 23, 2013**. Deinstallation shall take place from February 25 through February 28, 2013.

In all other respects, the Agreement remains unchanged and is hereby reconfirmed.

In witness whereof, this Amendment is effective as of June 3, 2012.

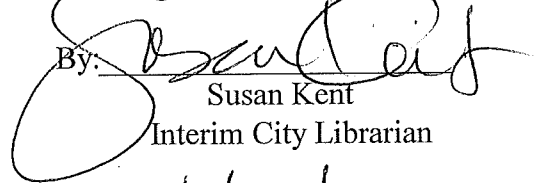
AGREED TO AND ACCEPTED:

The J. Paul Getty Trust

By: _____
William G. Humphries
Controller

Date: _____

Los Angeles Public Library

By: 
Susan Kent
Interim City Librarian

Date: 6/25/12

APPROVED AS TO FORM
Carmen A. Trutanich,
City Attorney


By: _____
Basia Jankowski
Deputy Attorney III

Date: _____

LIBRARY DEPARTMENT

BOARD REPORT

July 12, 2012

TO: Board of Library Commissioners
FROM: Susan Kent, Interim City Librarian 
SUBJECT: **TRUST FUND 831 – ACCOUNT ACTIVITY REPORT**

RECOMMENDATION:

THAT The Board of Library Commissioners receive and file this Account Activity Report of Library Trust Fund 831 for FY 2011-12.

FINDINGS:

1. The Board of Library Commissioners approves the establishment of trust accounts as non-budgetary funds and donations become available to the Library. Most of the donations have restricted uses as specified by the donor.
2. The attached report includes the description of expenditures and account activity for the various accounts within Trust Fund 831. Of the 45 individual accounts, 44 have restrictions on its use as specified by the donor or how the account was established.

Prepared by: Kris Morita
Assistant General Manager

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
9	John D. Bruckman Rare Book Account	Established in 1979. A transfer of \$250 from the Wakeman Account provided the initial funding to purchase rare books for Central Library.	\$ 4,350	Donations received in amount of \$317. Amount also includes interest earnings.	\$ 4,754
21	Gift - Unrestricted	Established in 1994. This account is for gifts to LAPL with no restrictions on spending.	32,427	Balance reflects interest earnings.	33,076
22	Hollywood Regional	Established in 1982. A donation of \$3.24 million started this account, primarily to complete branch construction. For branch improvements & operating expenses.	31,042	Library materials purchased for branch.	21,041
47	Special Deposits Payable	Established in 1946. This account is primarily used to record receipts of refundable deposits for borrowed orchestration arrangements. Fees are deposited in the account; funds are used to fill requests or purchase supplies.	44,735	Purchased replacement orchestra scores and special bindery supplies.	41,260
50	SPNB - Photo Sales	Established in 1981. This trust was set up to transfer and integrate the Security Pacific National Bank Photographic Collection into LAPL's collection. Revenue from photo sales are deposited into account.	194,548	Produced prints for patrons. Purchased additional photo supplies, i.e. light box, photo sleeves, storage cards and scanning equipment.	174,463
72	Elisabeth L. Vinette Estate	Established in 1988. This bequest was intended to assist in the construction and enhancement of the Palisades Branch Library.	140,520	Purchased library materials and electronic resources.	112,063

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
74	Library Parking Trust	Established in 1988. This account pays for the monthly operating costs of the Olive Street Garage utilized by Central Library employees and parking validation program.	\$ 211,002	This account funded maintenance expenses for Olive Street garage & Central Library parking validation program.	\$ 201,005
79	Central Library Humanities Collection	Established in 1994. Originally set up for the NEH Humanities Challenge Grant, this account provides funding for Humanities Exhibitions.	41,154	Balance reflects interest earnings.	41,977
90	Margaret DeHeurtaumont Estate	Established in 2000. This bequest was an unrestricted gift to LAPL. The following areas still have funds: a) Technology b) Central Library - signage and other operating or maintenance expenses.	164 76,442	Balance reflects interest earnings.	0 77,971
99	Pio Pico Koreatown Branch Library	Established in 1991. This account was to assist with construction costs and branch upgrades, library materials and services.	139,404	Purchased library materials for branch.	93,189
99A	Pio Pico - Parking Revenue	Established in 2000. This account receives revenues which are allocated to defray the operational costs of the parking facility on site.	63,545	Purchased parking equipment.	70,849
99B	Pio Pico - Retail/Office Space	Established in 2006. This account receives revenue from the rental of leased office space.	40,311	Reflects revenue received. Funded expenditures include maintenance expenses.	41,117
99C	Pio Pico - California Center for the Books	Established in 2008. This account receives revenue from rental of space.	54,575	Electronic resources purchased for branch.	34,576

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
105	Jack Hoffenberg Reference Collection	Established in 1992. This account was set up by Mary Hoffenberg for the purpose of purchasing materials for the Studio City Branch Library.	\$ 45,141	Library materials were purchased for branch.	\$ 35,140
112	Library Facility Special Use Fees	Established in 1992. Revenue from meeting room rentals are deposited to this account. Account pays for related salary costs, maintenance, repair and refurbishment of Central Library meeting venues.	390,939	Meeting room revenue collected was \$161,817. Funds were used to replace meeting room furniture & equipment and re-furbish meeting room venues and auditorium equipment.	311,809
113	Leased Facility - Panda	Established in 1996. Funds deposited in this account is for the rent and percentage of sales owed LAPL by Panda Corp., the lessee of the restaurant facility in the Central Library. These funds are designated for training and equipment for library staff.	244,693	Revenue collected was approximately \$133,286. Funds were used to purchase training equipment & fund staff travel to training seminars & conferences.	282,466
147	Andrea Benson Estate	Established in 1999. This account is intended for the purchase of library materials for John C. Fremont Branch Library.	10,017	Purchased library materials for branch.	0
150	Sandra W. Day Estate	Established in 1999. This account is a bequest from the estate of Cal Poly, Pomona Prof. Sarah (Sandy) Day. At least 25% of the account must be spent on materials for the John Muir Branch Library on the gay and lesbian life style.	22,876	Library materials purchased pursuant to donor instructions.	17,877
154	Glorya Welsch Trust	Established for genealogy materials.	1,102	Purchased genealogy materials.	0

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
159	Park La Brea Fairfax Branch	Established in 2000. This account is for mitigation fees in the amount of \$273,050 for development in Park La Brea which provides for additional library services in that community.	\$ 220,079	Purchased library materials for branch.	\$ 200,078
169	Lake View Terrace Branch Library Trust	Established in 2001. These funds came from the Lopez Canyon Amenities Trust Fund.	113,300	Funds expended to maintain environmentally sustainable operating systems.	103,856
170	North Hollywood Regional	Established in 2001 for refurbishment of North Hollywood Library.	18,184	Balance reflects interest earnings.	18,548
171	Chinatown Library	Established in 2001 for Chinatown Library.	1,286	Purchased library materials for branch.	0
224	Little Tokyo Parking Lot	Established in 2003 for bond project reimbursement. Bond Oversight Committee approved saving to be earmarked to provide future parking for Little Tokyo Library.	975,800	Balance reflects interest earnings.	991,667
226	Hyde Park	From sale of Hyde Park properties.	59,969	Refurbishment, alteration & improvement work on Council District 8 libraries.	26,222
226A	Westchester	Established in March 2006 from developer mitigation fees for Westchester Branch.	34,330	Purchased library materials.	24,329
231	Goldwyn Hollywood	Established in July 2004 through developer fees.	13,340	Balance reflects interest earnings.	13,423
238	Westwood Parking Lot	Established in May 2005.	56,601	Balance reflects parking revenue.	60,464

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
239	Cypress Park	Proceeds from sale of old Cypress Park facility.	\$ 300,000	Balance reflects interest earnings.	\$ 304,800
240	Westwood	Established in August 2005 from developer mitigation fees for Westwood Branch.	60,464	Revenue collected was \$6,187. Funds were spent on maintenance of parking lot.	54,620
246	Woodland Hills	Established for deposits of fees to use parking lot.	80,250	Collected \$12,000 in parking lot rental revenue. Purchased library materials.	86,750
251	Silver Lake	Construction related expenses and Alterations & Improvements.	339,131	Construction related expenses.	311,096
259	Library Materials Enhancement	Established in May 2008 for library materials.	55,698	Purchased downloadable e-media for all libraries.	729
264	Lynn Hawkins Trust	Established in 2009 for Memorial Branch.	25,456	Purchased library materials.	20,455
266	Hugh W. Kennedy Trust (Atwater)	Established in 2009 for Atwater Branch.	34,269	Purchased library materials.	24,268
267	Hugh W. Kennedy Trust (Cahuenga)	Established in 2009 for Cahuenga Branch.	50,000	Purchased library materials.	40,005
273	West Valley Branch	Established in 2011 for West Valley Branch.	2,000	Balance reflects interest earnings.	2,040
274	John C. Fremont	Established in 2011 for J.C. Fremont Branch.	10,000	Received donations of \$10,000.	20,200

**LIBRARY TRUST FUND NUMBER 831
ACCOUNT ACTIVITY REPORT FY 2011-12**

NO.	ACCOUNT	PURPOSE	STARTING BALANCE 6/1/11	ACCOUNT ACTIVITY	ENDING BALANCE 6/1/12
276	Lincoln Heights Branch	Established in 2011 for Lincoln Heights Branch.	\$ 2,000	Purchased library materials.	\$ 1,667
277	Dorothy Frisch	Established in 2011 for Children's Literature Dept.	663,534	Purchased library materials and re-furnished furniture.	622,925
279	Canoga Park	Established in 2011 for Canoga Park Branch.	2,000	No activity.	2,020
282	Pacoima	Established in 2011 for Pacoima Branch.	2,000	Purchased library materials.	533
283	Humanities	Received interest earnings from NEH Grant.	158,000	Purchased humanities materials.	148,720
285	Youth Education	Established in 2012.	2,500	No activity.	2,500
517	Sara Gordon Kay Endowment	Children's Fiction.	41,904	Purchased children's fiction books.	38,048
Total Balance			\$ 5,111,082		\$ 4,714,596

[Library Trust Fund Accts_FY 2011-12 Activity.xls]

**LIBRARY DEPARTMENT
BOARD REPORT**

July 12, 2012

TO: Board of Library Commissioners

FROM: Susan Kent, Interim City Librarian 

SUBJECT: **EXHIBITION AGREEMENT WITH THE GETTY RESEARCH
INSTITUTE: "LOS ANGELES UNION STATION: DESIGNING A
GATEWAY TO THE PACIFIC"**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolutions:

"RESOLVED, That the Board of Library Commissioners authorize the City Librarian to enter into an agreement with the Getty Research Institute to present the exhibition " Los Angeles Union Station: Designing a Gateway to the Pacific," and;

FURTHER RESOLVED, That the City Attorney and City Librarian be authorized to make technical changes to the Agreement prior to execution."

FINDINGS:

1. The Getty Research Institute (GRI) is curating a new exhibition entitled "Los Angeles Union Station: Designing a Gateway to the Pacific." This would be the first major presentation to feature the work of John and Donald Parkinson, the father and son architectural team that also designed Los Angeles City Hall, L.A. Memorial Coliseum and Bullock's Wilshire.
2. The materials from the exhibition will be drawn from the GRI's collection of 6500 architectural drawings, sketches, blueprints and photographic documentation of the construction of Union Station between 1932 and 1939. Additional materials will be drawn from LAPL's collection of photographs and maps. The exhibition will be presented at the Central Library from April 12 to September 1, 2013.
3. The "Los Angeles Union Station: Designing a Gateway to the Pacific" will be the third joint venture with the GRI. The two previous successful exhibitions include "Julius Shulman's Los Angeles" and "A Nation Emerges: the Mexican Revolution Revealed."
4. The agreement is being reviewed by the Deputy City Attorney.

Prepared by: Kris Morita, Assistant General Manager

AGREEMENT FOR LOAN EXHIBITION

THIS AGREEMENT Number _____ is made as of the ___ day of _____, 2012, by and between the Getty Research Institute, an operating program of the J. Paul Getty Trust, a California charitable trust, 1200 Getty Center Drive, Los Angeles, California (collectively, the “Getty”), and The Los Angeles Public Library, (hereinafter referred to as the “Exhibitor”), 630 West 5th Street, Los Angeles, CA 90071. This document (“Agreement”) sets forth the terms of mutual agreement between the Getty and the Exhibitor concerning the exhibition titled: *Los Angeles Union Station: Designing a Gateway to the Pacific* (“Exhibition”).

1. LOAN OBJECTS, SCHEDULE AND CREDIT

1.1 Loan Objects

The Exhibition will consist of approximately 100 to 150 original materials from the Research Library at the Getty Research Institute (the “Loan Objects”) selected by the Getty from its collections. **The Exhibition will also include a selection of objects from the Los Angeles Public Library to include but not limited to photographs and maps.** The Getty will provide a list of the Loan Objects to Exhibitor on or before January 31, 2013 (Appendix A). The Exhibitor may not add materials from its collections to the Exhibition **other than those selected by the curator** or delete Loan Objects from the Exhibition without the advance written approval of the Getty.

The Loan Objects will be shipped prepared for installation, as described in Section 4, below. The Getty reserves the right to remove a Loan Object from the Exhibition should, in the Getty’s judgment, the Loan Object’s condition require removal. Under such circumstances, the Getty will attempt to replace removed Loan Object(s) with similar or comparable works. The Getty also reserves the right to withdraw any Loan Object as a result of any changes in the dates of the Exhibition, or any proposed closing of the Exhibition space during the time of the loan. The Getty shall receive thirty (30) days prior notice of any such proposed change or closing.

1.2 Schedule

The Exhibition will be presented at:

The Los Angeles Public Library – Central Library

Getty Gallery

April 12– September 1, 2013

1.3 Exhibition Title

The title of the Exhibition is *Los Angeles Union Station: Designing a Gateway to the Pacific*.
The title may not be modified by Exhibitor without prior written permission from the Getty.

1.4 Credit Line and Additional Funding

There are two (2) credit lines to be observed by the Exhibitor:

1.4.1 Credit line referring to the Exhibition:

The official credit line (hereinafter, the “Exhibition Credit Line One”) to be used in all printed materials related to the Exhibition, any other communications media and on any other occasion in which the Exhibition is mentioned publicly, including but not limited to, publicity releases, invitations, announcements, calendars, posters, copy print or transparency labels, is the following:

This Exhibition has been organized by the Getty Research Institute, Los Angeles.

The following credit line for the Exhibition’s sponsor must appear in a separate paragraph below the Exhibition Credit Line (hereinafter, the “Exhibition Credit Line Two”) and in the same type size or smaller to be sensitive to the relative design of all credit lines:

Financial support for this Exhibition was provided by _____.

The parties agree to list Exhibition Credit Lines One (and Exhibition Credit Line Two, if applicable) on the Exhibition’s title wall, and also to credit the curator of the Exhibition, Marlyn Musicant, the Getty Research Institute, in the text of the press release and in the brochure, if one is produced.

1.4.2 Credit line referring to the Loan Objects:

The official credit line (hereinafter “Object Credit Line”) to be used in all materials referring to the Loan Objects must appear on the same or facing exhibition display wall(s) as the Loan Object(s). The Object Credit Line is the following:

The Getty Research Institute, Los Angeles [accession number]

1.5 Gallery Texts

Gallery texts will be supplied by the Getty.

2. CONTACTS

Marlyn Musicant, Exhibitions Coordinator, the Getty Research Institute, will be the primary contact for the Getty. Kris Morita, Assistant General Manager, The Los Angeles Public Library, will be the primary contact for the Exhibitor.

3. FEES AND EXPENSES; SPONSORSHIP

3.1 Funds for this Exhibition and related activities, including promotion and advertising, will be sought by the Getty to cover the Exhibition expenses described below. Exhibition expenses are estimated to be \$225,000. The grant being sought shall cover the following Exhibition expenses that are to be provided and/or paid for by the Getty:

- All exhibition text, including introduction, object labels, and brochure text in English
- Electronic files of approved high resolution images of a selection of Loan Objects designated as Promotional Images
- Rights and Reproduction costs, if applicable
- Preparation (hardware, matting and framing) and packing of the Loan Objects
- Administrative fees
- Gallery design and painting
- Transportation of the Loan Objects to and from Exhibitor
- Installation and Deinstallation
- Dedicated security personnel and installation of security monitoring equipment in the Getty Gallery
- Opening Reception

All expenses, other than Local Costs, defined in Section 3.2, are to be billed directly to the Getty. Invoices should be forwarded to the attention of Marlyn Musicant. The Exhibitor shall not incur any expenses to be paid by the Getty beyond those listed in this Section without the Getty's prior written approval.

3.2 Local Costs

The Exhibitor is responsible for local maintenance of the Getty Gallery, utilities, operational costs other than those set forth above as the Getty's responsibility, and any related public and educational programs agreed to by the parties but not covered by Sponsor(s), as described in Section 3.3, or paid for by the Getty .

3.3 Sponsorship

The Exhibitor agrees that the Getty shall be permitted to seek one or more sponsors for the Exhibition. Sponsor(s) contributions shall be used to defray the fees and costs incurred by the Getty. Exhibitor's approval of a sponsor shall not be unreasonably withheld or delayed. If the Getty is unable to raise enough money from approved sponsors to cover the fees and costs for the Exhibition, the parties agree that the Exhibition may be cancelled in the Getty's sole discretion. Sponsor(s) shall receive a credit line as set forth in Section 1.4.1, above.

3.4 Exhibition Hours and No Admission Fee

The Exhibition shall be open during operating hours for the Central Library. Exhibitor shall not charge an admission fee for entrance to Exhibition.

4. SHIPPING AND INSTALLATION REQUIREMENTS

4.1 Shipping

The Loan Objects will be soft packed or shipped in crates provided by the Getty and all Exhibition accessories will be boxed. Shipping plans and arrangements from the Getty to the Exhibitor and from Exhibitor back to the Getty, in consultation and in cooperation with the Exhibitor, including the selection of agents, routes and carriers, will be made by and paid for the Getty. Shipping crates will be returned to the Getty after installation and will be brought back to Exhibitor's facility at the time of deinstallation.

4.2 Packing and Condition Reporting

When the Loan Objects arrive at the Exhibitor, the Getty shall unpack and inspect the Loan Objects within forty-eight (48) hours. The parties agree that either the Exhibitor will retain the original packing materials on site or they shall be returned to the Getty for storage during the Exhibition. The Getty will repack the Loan Objects at the close of the Exhibition.

The Exhibitor will visually inspect the Loan Objects on a regular basis for the duration of the loan to check for any changes in the condition of the Loan Objects. Any damage, loss, or change in the condition of the objects, whether in transit to or on the Exhibitor's premises, regardless of the cause, must be reported to Irene Lotspeich-Phillips in the Getty Research Institute Registrar's Office by telephone: 310-440-7632.

4.3 Return of Loan Objects

Loan Objects and the exhibition text, labels, gallery graphics, frames, and hardware will be packed and shipped back to the Getty, at Getty's expense, within twenty (20) days of the closure of the Exhibition. Getty will arrange with Exhibitor for such packing and shipping.

4.4 Installation Requirements and Frames

The parties agree that the Exhibitor's Getty Gallery has not been retrofitted to meet certain conditions for temperature, humidity, and lighting generally required by museums. In order to ensure that the Loan Objects are not harmed as a result of the environmental conditions, the Getty is working on special frames and cases that will protect the Loan Objects from adverse environmental conditions. If the results from environmental tests on these special frames and cases are not satisfactory in the Getty's sole and absolute discretion, the parties agree that the Getty may cancel the Exhibition without liability to Exhibitor.

5. SECURITY AND CARE OF LOAN OBJECTS

5.1 Standard of Security

The Exhibitor shall exhibit and protect the Loan Objects in compliance with generally accepted museum practices as referenced in the American Association of Museums, Standard Facility Report. The Exhibitor agrees to use dedicated security personnel in the Getty Gallery during operating hours including making daily security and condition checks of all Loan Objects after the Loan Objects are installed. Getty agrees to work with Exhibitor on the installation of the security equipment selected and paid for by the Getty and to have both dedicated security and Exhibitor's security personnel monitor the Getty Gallery through this equipment.

5.2 Installation and Handling

The Exhibitor will exercise care with respect to the Loan Objects in compliance with generally accepted museum practices. Installation of the Loan Objects will not take place until all

construction, painting activities and off gassing in the Exhibition galleries have been completed. Framed objects will be securely attached to the wall using hardware supplied by the Getty.

Handling or other use of the Loan Objects, except in the case of an emergency or when necessary to install or deinstall the Loan Objects, is prohibited. Should additional handling or removal of the Loan Objects by the Exhibitor's staff become necessary, the Getty must be notified as soon as possible. Loan Objects shall not be reframed, rematted or removed from the Exhibition by the Exhibitor without prior written permission from the Getty.

5.3 Getty Access to the Getty Gallery

Designated Getty representatives shall have 24-hour access to the Getty Gallery as permitted by LAPL security.

5.4 No Food or Drinks in the Getty Gallery

Exhibitor shall not allow any food or drinks in the Getty Gallery.

6. INSURANCE

6.1 Insurance

The Loan Objects will be covered by the Exhibitor's insurance:

- a) at a value of \$700,000 USD;
- b) against all risks, wall to wall with no non-standard exclusions;
- c) with the Getty included as additional insured/loss payee as its interest may appear;
and
- d) with depreciation in value in case of damage, covered by the insurance policy.

Exhibitor will arrange to insure the Loan Objects from the time the Loan Objects leave the Getty through the time the Loan Objects are returned to the Getty. Exhibitor will provide a certificate of insurance naming the J. Paul Getty Trust as additional insured/loss payee from Exhibitor's insurers to the Getty at least one (1) month in advance of shipment of the Loan Objects.

6.2 Indemnity

The Exhibitor will indemnify and hold harmless the J. Paul Getty Trust, its trustees, officers, employees, and agents from and against any claim, cost and liability, including attorneys' fees, arising out of the Exhibitor's negligence or breach of duty hereunder.

The J. Paul Getty Trust will indemnify and hold harmless the Exhibitor, its trustees, officers, employees, and agents from and against any claim, cost and liability, including attorneys' fees, arising out of the J. Paul Getty's negligence or breach of duty hereunder.

7. PHOTOGRAPHY; MERCHANDISE

7.1 Display and Reproductions

The Getty will provide the Exhibitor with high-resolution digital images of up to ten (10) Loan Objects (the "Promotional Images") to be used by the Getty and Exhibitor for promotional and educational ephemera in connection with the Exhibition.

The Getty hereby grants to the Exhibitor a non-exclusive license to (1) display the Loan Objects for the duration of the Exhibition as described herein, and (2) display, transmit, and distribute the Promotional Images for the sole purposes of promoting and publicizing the Exhibition, provided that the Exhibitor includes immediately proximate to each such reproduction the credit line as specified in Section 1.4.2. Only the Promotional Images are approved for publicity purposes, and such Images will be used only when the conditions of reproduction set forth as follows in Section 7.2 of this Agreement are strictly observed. Promotional Images are cleared for copyright and may be reproduced in traditional print media for catalogue, publicity, and non-commercial educational purposes from photographs and transparencies provided by the Getty. They may also be reproduced on the Exhibitor's website from digital files supplied by the Getty, at a resolution not to exceed 72 dpi with appropriate measures to prevent downloading from the website for commercial use. An application must be made in writing for reproduction for any other purpose. The Getty agrees to defend, indemnify and hold harmless the Exhibitor from any suits and causes of action including, but not limited to, attorney's fees and the cost of litigation arising out of claims of infringement of any intellectual property rights for the Loan Objects or Promotional Images.

7.2 Photography and Filming

The Loan Objects may not be photographed by the Exhibitor, except for overall installation shots for archival purposes or damage shots. No visitor photography in the Exhibition Getty Gallery is permitted and Exhibitor agrees that the Getty may post signs in the Getty Gallery notifying visitors about this prohibition. Still photography or filming of the Loan Objects by the press for

news and feature coverage is permitted. All other still photography or filming must be approved in advance by the Getty.

7.3 Merchandise

No Exhibition-related merchandise is being proposed at this time. The parties shall mutually agree in writing about offering Exhibition-related merchandise.

8. PUBLICITY

The parties shall mutually approve all publicity materials in advance. Such approval will not be unreasonably withheld.

Within thirty (30) days of the close of the Exhibition, the Exhibitor shall send the following materials in electronic or printed forms as appropriate to the Getty:

- a. Notwithstanding Section 7.2, above, color photography of the installation;
- b. Two (2) copies each of any printed materials produced by the Exhibitor relating to the Exhibition such as posters, bookmarks, invitations, and any other materials relating to the exhibition;
- c. Two (2) copies each of press clippings of any reviews and articles about the Exhibition from any newspapers and magazines dating from thirty days prior to opening of the Exhibition to thirty days following the close of the Exhibition; and
- d. Attendance records for the Exhibition.

9. CANCELLATION

9.1 By the Exhibitor

In the event the Exhibitor determines for any reason other than Force Majeure as provided in Section 10, below, that it is inadvisable to continue with the Exhibition, it shall have the right to cancel this Agreement. Any printing, framing, storage or other extraordinary charges incurred by the Getty as a result of cancellation will be the responsibility of the Exhibitor. The J. Paul Getty Trust will indemnify and hold harmless the Exhibitor, its trustees, officers, employees, and agents from and against any claim, cost and liability, including attorneys' fees, arising out of the J. Paul Getty's negligence or breach of duty hereunder.

9.2 By the Getty

The Getty reserves the right to cancel this Agreement by written notice with no penalty or other compensation due to Exhibitor.

10. FORCE MAJEURE

No party to this Agreement will be responsible or liable for damages caused by a delay or failure in the performance of this Agreement or any provision hereof, or by a delay or failure which causes cancellation of this Agreement, if such a delay or failure is due to a cause beyond its control, such as, but not limited to, fires, strikes, scarcity of materials or fuel, war or acts of war, acts of mobs or rioters, acts of public authorities, delay or defaults caused by public carriers, or storms, floods, or other acts of God.

11. NOTICE

Any notice required by this Agreement shall be deemed properly given if sent by overnight delivery, with acknowledgment of receipt, as follows:

If to the Getty:

Marlyn Musicant
Exhibitions Coordinator
The Getty Research Institute
1200 Getty Center Drive, Suite 1100
Los Angeles, CA 90049-1687
Tel: (310) 440-7664
Fax: (310) 440-7778
Email: MMusicant@getty.edu

If to the Exhibitor:

Kris Morita
Assistant General Manager
The Los Angeles Public Library
630 West 5th Street
Los Angeles, CA 90071
Tel: (213) 228-7461
kmorita@lapl.org

12. COMPLETE AGREEMENT

This Agreement represents the complete and integrated agreement between the Getty and the Exhibitor; supersedes all prior agreements; may be amended only in writing; is not assignable; and is governed by the laws of the State of California.

[Signature Page Follows]

In Witness whereof, the parties have executed this agreement as of the date set forth below:

EXHIBITOR

By: _____ Date _____
Susan Kent
Interim City Librarian

APPROVED AS TO FORM

CARMEN A. TRUTANICH,
CITY ATTORNEY

By: _____ Date _____
Basia Jankowski
Deputy City Attorney III

THE J. PAUL GETTY TRUST

By: _____ Date _____
William G. Humphires
Controller

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
JULY 12, 2012**

<u>SUBJECT</u>	<u>SCHEDULED FOR BOARD MEETING</u>
1. STRATEGIC PLAN DEVELOPMENT MONTHLY DISCUSSIONS	TO BE SCHEDULED
2. QUARTERLY COMPARATIVE STATISTICS REPORT ON SERVICES & GOALS (Hirano-Nakanishi/Wieder-9/22/11) INCLUDING FURTHER DATA ON LAPL PROGRAMS (Walters/Madison 3/22/12)	AUGUST 2012

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles

- PRESIDENT TYREE WIEDER
- COMMISSIONER PAULA A. MADISON

Board Policies

- PRESIDENT TYREE WIEDER