

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 22, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF THE FIRST AMENDMENT TO THE ANGEL CITY
PRESS GIFT AGREEMENT (CONTRACT NO. C-145483)**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Approve the First Amendment to the Angel City Press Gift Agreement (First Amendment), substantially in the form on file in the Board Office.
2. Authorize the City Librarian and the City Attorney to make any technical and clerical changes, if needed, to the First Amendment.
3. Authorize the Board President and the Board Secretary to execute the First Amendment upon the completion of all required approvals.
4. Adopt the attached Resolution regarding the First Amendment to the Angel City Press Gift Agreement (Contract No. C-145483).

B. BACKGROUND:

1. On December 14, 2023, the Board approved a Gift Agreement to donate and transfer the rights and obligations of the Angel City Press operation from Patricia Calistro-McAuley and Scott McAuley (Proprietors) to the Library (Library Resolution No. 2023-46 [C-37]).
2. The gift was made to help ensure that the Angel City Press operation would continue its vital role of providing local writers the opportunity to create books that explore all that is quintessentially Los Angeles, and provide readers with books that celebrate and deepen their understanding of the people, places and ideas that shape their city. The Library is committed to continuing the legacy of Angel City Press with new books, as well as extending the reach of existing titles locally, nationally and internationally.

3. The Gift Agreement was executed on June 11, 2024, as Contract No. C-145483 and includes reimbursements to the Proprietors of Angel City Press for the cost and expenses of services related to books or author agreements published, and business transactions entered into, through the Proprietors' business closing date.
4. This First Amendment will conclude the transition process by finalizing the reimbursement amount from \$225,000 to \$331,734.54; and, revising the closing date from April 30, 2023 to June 11, 2024.
5. Funds are available in Library Fund 831 to reimburse the Proprietors for the additional costs and expenses.
6. This First Amendment has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Prepared by: Claudia Aguilar, Senior Management Analyst
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

August 22, 2024

LIBRARY RESOLUTION NO. 2024-__ (C-__)

WHEREAS, on December 14, 2023, the Board approved a Gift Agreement to donate and transfer the rights and obligations of the Angel City Press operation from Patricia Calistro-McAuley and Scott McAuley (Proprietors) to the Library (Library Resolution No. 2023-46 [C-37]);

WHEREAS, the gift was made to help ensure that the Angel City Press operation would continue its vital role of providing local writers the opportunity to create books that explore all that is quintessentially Los Angeles, and provide readers with books that celebrate and deepen their understanding of the people, places and ideas that shape their city;

WHEREAS, the Library is committed to continuing the legacy of Angel City Press with new books, as well as extending the reach of existing titles locally, nationally and internationally;

WHEREAS, the Gift Agreement was executed on June 11, 2024, as Contract No. C-145483 and includes reimbursements to the Proprietors of Angel City Press for the cost and expenses of services related to books or author agreements published, and business transactions entered into, through the Proprietors' business closing date; and

WHEREAS, the First Amendment to the Gift Agreement will conclude the transition process finalizing the reimbursement amount and revising the Proprietors' business closing date:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approve the First Amendment to the Gift Agreement (Contract No. C-145483); and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the First Amendment to the Gift Agreement (Contract No. C-145483).

This is a true copy:

**FIRST AMENDMENT
TO
THE ANGEL CITY PRESS GIFT AGREEMENT
(CONTRACT NO. C-145483)**

This First Amendment (“First Amendment”) to the Angel City Press Gift Agreement, executed on June 11, 2024, as Contract No. C-145483 (“Agreement”), is hereby made and entered into by and among Angel City Press, a California corporation (“Company”), the Company’s shareholders, Patricia Calistro McAuley and Scott McAuley (each a “Shareholder” and collectively the “Shareholders” and together with Company, the “Donors”) and the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners, (“City” or “Board”). The City and the Donors may be referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, on December 14, 2023, the Board approved the Gift Agreement to donate and transfer the rights and obligations of the Company from the Donors to the Los Angeles Public Library, also known as the Library Department or Library, (Library Resolution No. 2023-46 [C-37]);

WHEREAS, the gift was made to help ensure that the Angel City Press operation would continue its vital role of providing local writers the opportunity to create books that explore all that is quintessentially Los Angeles, and provide readers with books that celebrate and deepen their understanding of the people, places and ideas that shape their city;

WHEREAS, the Library is committed to continuing the legacy of Angel City Press with new books, as well as extending the reach of existing titles locally, nationally and internationally;

WHEREAS, the Gift Agreement was executed on June 11, 2024, as Contract No. C-145483 and includes reimbursements to the proprietors of Angel City Press for the cost and expenses of services related to books or author agreements published, and business transactions entered into, through the proprietors’ business closing date; and

WHEREAS, this First Amendment to the Gift Agreement will conclude the transition process by finalizing the reimbursement amount and the Donor’s business closing date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this First Amendment agree as follows:

Schedule 7.01(b) shall be replaced in its entirety as follows:

The attached list sets forth costs and expenses not to exceed \$331,734.54 which the Business has incurred between April 30, 2023 and the day prior to the Closing in connection with Business transactions entered into for the continued viability of the Business until the Closing Date of June 11, 2024:

First Amendment to the Angel City Press Gift Agreement
Contract No. C-145483

<u>Category</u>	<u>Amount</u>
Blackwood Books, LLC	\$ 226,745.07
Royalty Advance	2,600.00
Book Printing and Distribution	70,985.22
Operating Expenses	31,404.25
TOTAL	\$ 331,734.54

This First Amendment is effective upon the date attested by the City Clerk.

(SIGNATURE PAGE TO FOLLOW)

First Amendment to the Angel City Press Gift Agreement
Contract No. C-145483

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to be executed as by their respective officers thereunto duly authorized.

THE CITY OF LOS ANGELES,
a Municipal Corporation

DONORS
Angel City Press,
a California Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this amendment.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
PATRICIA CALISTRO MCAULEY
President and Publisher
Angel City Press

Date _____

Date _____

By _____
PATRICIA CALISTRO MCAULEY
As a Shareholder only,
Not as an individual

Date _____

By _____
SCOTT MCAULEY
As a Shareholder only,
Not as an individual

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

By _____
HOLLY L. WOLCOTT
City Clerk

Date _____