

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

February 9, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN
THE LIBRARY AND THE CITY OF DOWNEY**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):

1. Approve a Memorandum of Understanding (MOU), substantially in the form on file, between the Library and the City of Downey to jointly produce the City of STEM and the Los Angeles Maker Faire 2023 Event.
2. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the MOU.
3. Authorize the City Librarian and the Board Secretary to execute the MOU upon completion of all required approvals.
4. Adopt the attached Resolution regarding the approval and execution of the MOU between the Library and the City of Downey.

B. STATEMENT OF FACTS:

1. Between 2016 and 2019, the Library has presented a Maker Faire event at the Central Library, which has been free to the public.
2. Since 2015, the Columbia Memorial Space Center (Space Center), a department of the City of Downey, has presented City of STEM, an annual free educational science-related event at the Columbia Memorial Space Center, which has been free to the public.
3. The Library and the Space Center now seek to jointly present a City of STEM and Los Angeles Maker Faire event in 2023.
4. The purpose of the MOU is to establish a written understanding between the Library and the Space Center, and define the respective roles and responsibilities between the Parties.

5. Staff requests that the Board approve the MOU between the Library and the City of Downey for a term of one-year with two one-year options to renew at the discretion of either Party, subject to earlier termination as stated in Section PSC-9 ("Termination") of the Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which is included as Exhibit A of the MOU.
6. The MOU has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Eva Mitnick, Director of the Engagement and Learning Division

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

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

RESOLUTION

LIBRARY RESOLUTION NO. 2023-XX (C-XX)

WHEREAS, from 2016 through 2019, the Library has presented a Maker Faire event at the Central Library, which has been free to the public;

WHEREAS, since 2015, the City of Downey has presented City of STEM, an annual free educational science-related event at the Columbia Memorial Space Center (Space Center), a department of the City of Downey, which has been free to the public;

WHEREAS, Library and Space Center now seek to jointly present a City of STEM event and Maker Faire event in 2023;

WHEREAS, both parties desire to enter into a MOU to describe roles, duties, and responsibilities to ensure a successful event.

THEREFORE, BE IT RESOLVED, that the Board of Library Commissioners (Board) adopts the recommendations and findings of the City Librarian's Board Report and approves the MOU between the Library and the City of Downey as stated in the report;

FURTHER RESOLVED, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the MOU;

FURTHER RESOLVED, that the Board authorizes the City Librarian and the Board Secretary to execute the MOU upon completion of all required approvals.

This is a true copy:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF DOWNEY
TO JOINTLY PRODUCE AND PRESENT
CITY OF STEM AND THE LOS ANGELES MAKER FAIRE 2023**

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This Memorandum of Understanding (MOU) is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "LACity"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and the City of Downey, a municipal corporation (hereinafter referred to as "Downey"), acting by and through the Columbia Memorial Space Center, a department of Downey, (hereinafter "Space Center"). Library and Space Center may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, from 2016 through 2019, the Library has previously presented a Maker Faire event at the Central Library, which has been free to the public;

WHEREAS, since 2015, the Space Center has presented City of STEM, an annual free educational science-related event at the Columbia Memorial Space Center, which has been free to the public;

WHEREAS, Library and Space Center now seek to jointly present a City of STEM event and Maker Faire event in 2023;

WHEREAS, both parties desire to enter into a MOU to describe roles, duties, and responsibilities to ensure a successful event.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1.0 DEFINITIONS

City of STEM:	A program of the Columbia Memorial Space Center, serving as the public science festival for Greater Los Angeles that includes events and programs.
Columbia Memorial Space Center (Space Center):	A City of Downey Department, supported by the Columbia Memorial Space Science Learning Center Foundation, a 501(c)(3) non-profit corporation.
Los Angeles Public Library (Library):	A City of Los Angeles Department, acting by and through the Board of Library Commissioners.
LA Maker Faire:	A program of the Library that provides a public science-based event for all ages.

2.0 DOCUMENTS

This MOU shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

2.1 The MOU.

2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.

3.0 ORDER OF PRECEDENCE

This MOU contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this MOU. Resolution of any conflicting provisions in the documents constituting this MOU shall be resolved by considering the documents according to the following order of precedence:

3.1 The MOU.

3.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

4.0 TERM OF MOU

The term of this MOU shall be for one year with two one-year options to renew at the discretion of either Party. The initial term of this MOU shall begin upon the date of execution.

5.0 THE EVENT

The Space Center and the Library shall jointly produce and present a free public event which incorporates aspects of both City of STEM and LA Maker Faire (hereinafter referred to as "Event").

The Event shall take place at the Los Angeles State Historic Park located at 1245 North Spring Street, Los Angeles, CA 90012, or as otherwise agreed by the Parties. The day and hours of the Event shall be determined and mutually agreed on by the Parties during the preparation for the Event.

6.0 DUTIES AND RESPONSIBILITIES

Parties agree to jointly produce and present the Event and to collaborate to ensure the success of the Event for the enjoyment of the public. The following are the duties and responsibilities of the Parties:

6.1 Space Center shall:

- a. Coordinate and procure the infrastructure required to produce the Event, including, but not limited to: canopies, tents, tables, electrical power, stage, lighting, and Wi-Fi capability.
- b. Promote and market the Event.
- c. Hire and supervise an Event Planner.
- d. Coordinate exhibitors, performers, etc., related specifically to City of STEM.
- e. Pay and be liable for all costs associated with Space Center duties and responsibilities regarding the Event.

6.2 Library shall:

- a. Recruit and coordinate exhibitors, primarily Makers.
- b. Hire and coordinate performers related specifically to LA Maker Faire.
- c. Design and print promotional materials, such as flyers, brochures, etc.

- d. Maintain the LA Maker Faire website.
- e. Coordinate with other LACity departments, including obtaining and procuring required permits.

6.3 Library and Space Center shall collaborate on the following:

- a. Design and creation of signage.
- b. Planning of event layout.
- c. Food options.
- d. Logistics, including, but not limited to: parking, restrooms, security, and other necessary items.

7.0 MOU REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

SPACE CENTER'S REPRESENTATIVE

Name: Benjamin Dickow
Title: President and Executive Director
Columbia Memorial Space Center
City of Downey
Address: 12400 Columbia Way
Downey, CA 90242
Telephone:
Email:

LIBRARY'S REPRESENTATIVE

Name: Eva Mitnick
Title: Director of Engagement and Learning
Los Angeles Public Library
City of Los Angeles
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7527
Email: emitnick@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designed to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five business days of such change.

8.0 INSURANCE REQUIREMENTS

Space Center shall provide the insurance as required by the LACity Risk Manager and shall comply with the provisions required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

9.0 INDEMNIFICATION

Except for the negligence or misconduct of LACity and/or Library, or any of its boards, officers, agents, employees, assigns and successors in interest, Space Center agrees to defend, indemnify and hold harmless the LA, the Library and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LACity and/or the Library, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Space Center's employees and agents, contractors and subcontractors, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Space Center, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the LA and/or Library provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

Except for the negligence or misconduct of Downey and/or Space Center, or any of its boards, officers, agents, employees, assigns, and successors in interest, LACity and/or Library agrees to defend, indemnify and hold harmless the Downey and/or Space Center, the Library and/or Library, any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LA and/or the Library, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Library's employees and agents, contractors and subcontractors, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LACity and/or Library, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Downey and/or Space Center provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

This Section 9 of the MOU shall survive the expiration or termination of this MOU, including any new MOU entered into between the Parties that replaces or extends this MOU.

10.0 OWNERSHIP

All documents and records provided by the Library to the Space Center shall remain the property of Library and must be returned to Library upon termination of this MOU or at the request of the Library.

All documents and records provided by the Space Center to the Library shall remain the property of the Space Center and must be returned to the Space Center upon termination of this MOU or at the request of the Space Center.

The provisions of this article shall survive the termination of this MOU.

11.0 AMBIGUITY

Any ambiguity in this MOU shall not be interpreted against any one Party by virtue of that Party being drafter of the MOU.

12.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to make any subcontractor a third-party beneficiary. LACity has no obligation to any subcontractor. No privity is created with any subcontractor by this MOU. Even if the Space Center uses subcontractors, the Space Center remains responsible for complete and satisfactory performance of the terms of this MOU.

13.0 ASSIGNMENT

This MOU may not be sold, issued, assigned, or otherwise transferred by either the Library or the Space Center. Any such attempted assignment shall be null and void and of no effect with the advance written consent of the other parties in accordance with Section 16 ("Entire Agreement") of this MOU.

14.0 NON-EXCLUSIVE AGREEMENT

Nothing in this MOU shall be construed to mean that either Party providing services to the other shall be the exclusive provider of such services. The Parties retains the right to engage the services of and purchase materials from others during the term of this MOU.

15.0 REFERENCE TO PARTIES

Reference to the obligations of either the City of Downey, Downey, Columbia Memorial Space Center or Space Center, shall include the obligations of the others.

Reference to the obligations of either the City of Los Angeles, the Board of Library Commissioners, the Library, or the Los Angeles Public Library, shall include the obligations of the other.

16.0 ENTIRE AGREEMENT

This MOU, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this MOU. This MOU is executed in three duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
JOHN F. SZABO
City Librarian
Los Angeles Public Library

By _____
MARK SCOTT
Interim City Manager
City of Downey

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney
City of Los Angeles

By _____
RAQUEL BORDEN
Board Executive Assistant
Los Angeles Public Library

Date _____

Date _____

By _____
LAUREN B. LANGER
Interim City Attorney
City of Downey

By _____
ALICIA DUARTE
City Clerk
City of Downey

Date _____

Date _____