

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

February 26, 2026

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: **APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
CONTRACTS BETWEEN CELL-ED, INC. AND ENGEN WITH THE
CONSENT OF THE CITY OF LOS ANGELES**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Authorize the Assignment and Assumption Agreement between Cell-Ed, Inc. and EnGen, the company which has acquired it. The terms and conditions of the contract will remain the same.
2. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the agreement.
3. Authorize the Board President and the Board Secretary to execute the agreement upon completion of all required approvals.
4. Adopt the attached Resolution regarding the Assignment and Assumption Agreement between Cell-Ed, Inc. and EnGen for Contract No. C-146142 to provide the Library with immigration assistance services and immigrant integration and inclusion projects.

B. FINDINGS:

1. On April 25, 2024, the Board approved the release of a Request for Qualifications (RFQ) to establish a pre-qualified list of contractors to provide immigration assistance services and immigrant integration & inclusion projects to the Library (Library Resolution No. 2024-12 (C-11)).
2. On August 22, 2024, the Board approved the award of 13 contracts to provide the services requested by the RFQ. One of the selected contractors was Cell-Ed, Inc. (Library Resolution No. 2024-27 (C-24)).
3. On September 10, 2024, Contract No. C-146142 between Cell-Ed, Inc. and the Library was executed for a term of three years.

4. On October 8, 2025, Cell-Ed, Inc. was acquired by EnGen.
5. Library staff request that the Board approve the Consent to Assignment with Cell-Ed, Inc. to transfer and assign all rights, title and interest in Contract No. C-146142 to EnGen.
6. The agreement has been reviewed by the City Attorney.
7. The Contractor will submit all required compliance and insurance documents prior to execution of the contract.

Attachments

Prepared by: Yuri Phaneuf, Management Assistant
Reviewed by: Claudia Aguilar, Senior Management Analyst
Madeleine Rackley, Business Manager
Madeleine Ildefonso, Project Manager

LIBRARY RESOLUTION NO. 202X- (C-)

WHEREAS, on August 22, 2024, the Board approved the award of contracts to provide the Library with immigration assistance services and immigrant integration & inclusion projects as part of a list of pre-qualified contractors to thirteen vendors, including Cell-Ed, Inc.;

WHEREAS, on September 10, 2024, Contract No. C-146142 between the Library and Cell-Ed, Inc. was executed for a term of three years;

WHEREAS, on October 8, 2025, Cell-Ed, Inc. was acquired by EnGen;

WHEREAS, EnGen wishes to continue to operate in the position of Cell-Ed, Inc. as a contractor pre-qualified to provide the services specified in Contract No. C-146142;

WHEREAS, the terms and conditions of the contract will remain the same;

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the Assignment and Assumption Agreement for the Contract Number C-146142 of City of Los Angeles Contracts between Cell-Ed, Inc. and EnGen with the consent of the City of Los Angeles; 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 agreement.

This is a true copy:

Lynda Achi
Secretary to the Board
Adopted by the following votes:

AYES:
NOES:
ABSENT:

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE CONTRACT NUMBER C-146142 OF CITY OF LOS ANGELES
CONTRACTS
BETWEEN CELL-ED, INC.
AND
ENGEN
WITH THE CONSENT OF THE CITY OF LOS ANGELES**

This Assignment and Assumption Agreement (Assignment) is made between Cell-Ed, Inc. (Assignor) and EnGen (Assignee), with the consent of the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “Board” or “Library”), with reference to the following:

WHEREAS, Assignor and the Library entered into contract C-146142 with an effective date of September 10, 2024, wherein Assignor agreed to provide immigration assistance services and immigrant integration and inclusion projects for the Library, said agreement having a term of three years (“Original Agreement”); and

WHEREAS, Assignor desires to transfer and assign all of Assignor’s rights, title, and interest in the Original Agreement to Assignee and to have Assignee assume Assignor’s duties and obligations under the Original Agreement, and Assignee desires to accept and assume the same, all with the consent of the Library through this Assignment and Assumption Agreement (“Assignment” or “Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct. The above recitals are incorporated herein, as if set forth in full.

2. Assignment by Assignor and Assumption by Assignee. Assignor hereby presently and irrevocably assigns to Assignee, as of the Effective Date, all of Assignor’s rights, title, and interest under the Original Agreement, and Assignee hereby presently fully accepts such assignment and fully assumes such assigned rights, title, and interest. Assignee further assumes any and all obligations of Assignor under the terms of the Original Agreement as of the Effective Date. Assignor shall remain liable for any and all costs, expenses, and liabilities incurred or otherwise payable by Assignor in connection with the Original Agreement prior to the Effective Date, such costs, expenses, and liabilities not being assumed by the Assignee.

3. Indemnification.

3.1 Assignor hereby agrees to indemnify, defend, and hold harmless Assignee, and Assignee's directors, managers, officers, members, shareholders, partners, principals, employees, heirs, devisees, successors, assigns, agents, and representatives (collectively, the "Assignee Indemnified Parties") from and against any claims, liabilities, costs, and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignor's breach of this Assignment; or (ii) are asserted by any third parties against any Assignee Indemnified Parties with respect to the Original Agreement or this Assignment, which claims, liabilities, costs, and expenses arise out of or relate to any act or omission before the Effective Date.

3.2 Assignee hereby agrees to indemnify, defend, and hold Assignor, and Assignor's partners, employees, heirs, spouses, devisees, successors and assigns, agents, and representatives (collectively, the "Assignor Indemnified Parties") harmless from and against any claims, liabilities, costs, and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignee's breach of this Assignment; or (ii) are asserted by any third parties against any Assignor Indemnified Parties with respect to the Original Agreement or this Assignment, which claims, liabilities, costs, and expenses arise out of or relate to any act or omission after the Effective Date.

4. General Provisions.

4.1 No Implied Waivers. No act, failure, or delay by Assignor or Assignee shall constitute a waiver of any of such party's rights and remedies. No single or partial waiver by Assignor or Assignee of any provision of this Assignment or of a breach or default hereunder or thereunder, or of any right or remedy which Assignor or Assignee may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Assignor or Assignee shall affect its rights to require strict performance of this Assignment.

4.2 Successors and Assigns. This Assignment shall bind the successors and assigns, and shall inure to the benefit of the successors and assigns, of Assignor and Assignee, respectively.

4.3 No Presumption Against Any Party. Neither this Assignment nor any uncertainty or ambiguity herein shall be construed or resolved against Assignor or Assignee, whether under any rule of construction or otherwise. On the contrary, this Assignment shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto. Neither party or the Library shall be regarded as the drafting party.

4.4 Severability of Provisions. If any provision of this Assignment is for any reason held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect the validity, legality, or enforceability of any other provision of this Assignment.

4.5 Entire Agreement; Amendments and Waivers. This Assignment constitutes the entire agreement between Assignee and Assignor pertaining to the subject matter contained herein and supercedes any and all previous agreements between the parties hereto regarding the subject matter hereto. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the party asserted to be bound thereby, and then such amendment or waiver shall be effective only in the specific instance and specific purpose for which given.

4.6 Governing Law. This Assignment shall be deemed to have been made in the State of California and the validity, construction, interpretation, and enforcement hereof, and the rights of the parties hereto, shall be determined under, governed by, and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of law.

4.7 Attorney's Fees. If any action or any arbitration or other legal proceeding is brought by any party hereto for the enforcement of this Agreement for any reason, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which such prevailing party may be entitled.

4.8 Effective Date. This Agreement shall become effective as of the date of the last required signature below.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Assignor

Assignee

CELL-ED, INC.

ENGEN

By: _____
NAME
TITLE

By: _____
NAME
TITLE

Date: _____

Date: _____

By: _____
NAME
TITLE

By: _____
NAME
TITLE

Date: _____

Date: _____

ACKNOWLEDGED AND AGREED:

APPROVED AS TO FORM:

THE CITY OF LOS ANGELES

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
MAYRA VALADEZ
President
Board of Library Commissioners

By: _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

ATTEST:

LYNDA ACHI
Secretary to the Board

PATRICE Y. LATTIMORE, City Clerk

By: _____

By: _____

Date: _____

Date: _____

