

A G E N D A

Board of Library Commissioners City of Los Angeles

Thursday, October 24, 2019

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 its attachments at the Information Desk of the Central Library and online at www.lapl.org/about-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

- 1. Roll Call**
- 2. Opening Remarks:** Literary Appreciation
- 3. Approval of the Minutes:** Regular Meeting – July 25, 2019
- 4. Public Comments (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 may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)
- 5. City Librarian's Comments and Announcements**
- 6. City Librarian's Reports**

Consent Items

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. Recommendation to accept the following gifts: (EXHIBIT "A")

\$2,000.00 From the Friends of Westwood Library, A Branch
of the Los Angeles Public Library, to the Westwood
Branch Library

\$1,944.07 From the Friends of Silver Lake Library to the
Silver Lake Branch Library
(Value of ten (10) Chromebooks)

- b. Recommendation to approve acceptance of \$10,000 Grant Award (EXHIBIT "B") From the American Council of Learned Societies (ACLS) to be deposited in the Photo Trust Fund 831, Account 050

Discussion Item(s)

- c. Recommendation to approve Supplemental Agreement No. 1 (EXHIBIT "C") to Contract No. 788 (C-128256) with Legacy Media Lab to provide Audiovisual Coordinator Services to the Los Angeles Public Library
- 7. **Presentation:** Digital Storytelling on the Central Library Video Wall
 - 8. **Various Communications:** None.
 - 9. **Commissioners' Comments, Announcements and Review of Matters Pending**
 - 10. **Adjournment**

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, **November 14, 2019**, at the **Silver Lake Branch Library**, 2411 Glendale Blvd, Los Angeles, CA 90039, 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.

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. Sign language interpreters, communication access real-time transcription (CART), assistive listening devices or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For Sign Language Interpreters is strongly recommended to make the request five (5) or more business days prior to the meeting. For additional information, please contact the Board Office at (213) 228-7530.

Rules of Decorum: Persons addressing the Commission shall not 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. The Presiding Officer has the authority to issue a warning to a person violating the Rules. 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 failing to leave after being ordered to do so by the Presiding Officer and who willfully resists, delays or obstructs removal by the Sergeant-at-Arms, may be subject to arrest for violation of the Penal Code or Los Angeles Municipal Code. (Rev.11/2018)

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 lapl.org


For more information, contact: Library Commission Office (213) 228-7530.

POSTED: 10/21/19

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 24, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF WESTWOOD
LIBRARY, A BRANCH OF THE LOS ANGELES PUBLIC LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$2,000 received from the Friends of Westwood Library, A Branch of the Los Angeles Public Library, for benefit of the Westwood Branch Library be accepted; and deposited in Trust Fund 831, Account 340 and;

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of Westwood Library, A Branch of the Los Angeles Public Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of \$2,000 will be used to purchase adult library materials for the Westwood Branch Library
2. A letter of thanks should be sent to:

Chris Combs, President
Friends of Westwood Library,
A Branch of the Los Angeles Public Library
1246 Glendon Avenue
Los Angeles, CA 90024

Prepared by: Erika Thibault, Western Area Manager

Reviewed by: Chad Helton, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 24, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF SILVER LAKE
LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of ten (10) Lenovo 100E Chromebooks valued at \$1,944.07 received from the Friends of Silver Lake Library, to be utilized by the Silver Lake Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of Silver Lake Library expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of ten (10) Lenovo 100E Chromebooks valued at \$1,944.07 will be used for educational programming, such as the Girls Who Code program at the Silver Lake Branch Library.
2. A letter of thanks should be sent to:
 - a. Mary Ann Kuk, President
Friends of Silver Lake Library
2411 Glendale Blvd.
Los Angeles, CA 90039


Prepared by: Kian Daizadeh, Northeast Area Manager

Reviewed by: Chad Helton, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 24, 2019

To: Board of Library Commissioners

From: John F. Szabo, City Librarian 

Subject: **ACCEPTANCE OF \$10,000 AMERICAN COUNCIL OF LEARNED SOCIETIES (ACLS) GRANT AWARD**

RECOMMENDATION:

THAT The Board of Library Commissioners:

1. Accept the American Council of Learned Societies (ACLS) grant award for the Mellon/ACLS Scholars and Society Fellowship for sum of \$10,000 for the Los Angeles Public Library;
2. That the \$10,000 grant award be deposited in the Photo Trust Fund 831, Account 050, which is used to purchase archival materials and digitization equipment in order to be the best possible stewards for our special collections; and
3. Adopt the attached Resolution regarding acceptance of the American Council of Learned Societies (ACLS) grant award for Fiscal Year 2019/20.

FINDINGS:

1. In October 2018, Marissa K. Lopez, Professor of English and Chicana/o Studies at UCLA, reached out to LAPL staff with a proposal to partner on a Mellon/ACLS Scholars and Society Fellowship. The fellowship is meant to foster collaboration between faculty and non-academic partner organizations and provides a \$75,000 stipend for the partner as well as \$10,000 for the organization.
2. Professor Lopez became an awardee of the first cohort of Mellon/ACLS Scholars in the United States.
3. The project aims to build a mobile app that visualizes 19th century Mexican Los Angeles by using geolocation data to show users historical images and text that relates to their current location.
4. Professor Lopez will spend the 2019/20 Fiscal Year at Central Library doing research on materials in our Collections and collaborating on programming related to the project.

Board Report

Acceptance of American Council of Learned Societies (ACLS) Grant Award

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5. The \$10,000 grant will be deposited into the Photo Trust Fund, where it may be used to purchase necessary materials and equipment to archivally care for and/or digitize materials in our special collections.
6. This project aims to not only highlight the riches in our Collections, but also increase the Los Angeles Public Library's visibility as a research destination with regards to the study of the enduring presence of Latinx in Los Angeles.

Prepared by: Ani Boyadjian, Research & Special Collections Manager

Reviewed by: Kren Malone, Central Library Director

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(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 24, 2019

LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS , In October 2018, Marissa K. Lopez, Professor of English and Chicana/o Studies at UCLA, reached out to the Los Angeles Public Library staff with a proposal to partner on a Mellon/ACLS Scholars and Society Fellowship. The fellowship is meant to foster collaboration between faculty and non-academic partner organizations and provides a \$75,000 stipend for the partner as well as \$10,000 for the organization; and

WHEREAS, Professor Lopez became an awardee of the first cohort of Mellon/ACLS Scholars in the United States; and

WHEREAS, The project aims to build a mobile app that visualizes 19th century Mexican Los Angeles by using geolocation data to show users historical images and text that relates to their current location; and

WHEREAS, Professor Lopez will spend the 2019/20 Fiscal Year at Central Library doing research on materials in the Library's Collections and collaborating on programming related to the project; and

WHEREAS, This project aims to not only highlight the riches in the Collections, but also increase the Los Angeles Public Library's visibility as a research destination with regards to the study of the enduring presence of Latinx in Los Angeles.

THEREFORE BE IT RESOLVED, That the Board of Library Commissioners accept the American Council of Learned Societies (ACLS) grant award for the Mellon/ACLS Scholars and Society Fellowship for the sum of \$10,000 for the Los Angeles Public Library; and

FURTHER RESOLVED, That the \$10,000 grant award be deposited in the Photo Trust Fund 831, Account 050, where it may be used to purchase necessary materials and equipment to archivally care for and/or digitize materials in the special collections.

This is a true copy:

Raquel M. Borden
Board Executive Assistant
Adopted by the following votes:

AYES:

NOES:

ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 24, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL OF A SUPPLEMENTAL AGREEMENT TO CONTRACT
NUMBER 788 (C-128256) WITH LEGACY MEDIA LAB TO PROVIDE
AUDIOVISUAL COORDINATOR SERVICES AT THE BRANCH
LIBRARIES AND CENTRAL LIBRARY**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Approve a Supplemental Agreement to Contract Number 788 (C-128256), substantially in the form on file, with Legacy Media Lab (Consultant), to extend the term of the contract by one additional year for Consultant to provide professional audiovisual coordinator services at the Branch Libraries and Central Library.
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the consulting services to be provided are professional and special services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous.
3. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the work can be performed more economically by an independent contractor than by City employees and the use of competitive bidding would be impractical due to the temporary nature of the services.
4. Authorize the City Librarian and City Attorney to make technical changes if needed to the Supplemental Agreement.
5. Authorize the President of the Board of Library Commissioners to execute the Supplemental Agreement.
6. Adopt the attached Resolution regarding the Supplemental Agreement between the Los Angeles Public Library (LAPL) and Legacy Media Lab to provide professional audiovisual coordinator services at the Branch Libraries and Central Library.

B. SUMMARY:

1. On July 28, 2016, the Board approved an agreement for Legacy Media Lab (Consultant) to provide professional audiovisual coordinator services at the Branch Libraries and Central Library for a period of two (2) years with one (1) one-year renewal option (Library Resolution No. 2016-34 [C-30]). Contract Number 788 (C-128256) was executed on September 22, 2016, and expired on September 21, 2019.
2. Library staff requests approval of a Supplemental Agreement to Contract Number 788 (C-128256) to extend the term by one year, to allow the Consultant to continue to provide audiovisual coordinator services at the Branch Libraries and Central Library.
3. The Consultant has demonstrated the skills and expertise necessary to successfully perform the requested services and meet the expectations of the Library. The Library anticipates developing and issuing an RFP within the one year supplemental term in order to enter into a long-term agreement with a qualified vendor.
4. Funds are available in the Library's Contractual Services Account 3040 to continue this audiovisual coordinating service.

Attachments

Prepared by: Deirdre Gomez, Business Office

Reviewed by: Madeleine M. Rackley, Business Manager

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(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 24, 2019

LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS, On September 22, 2016, the Library executed Contract Number 788 (C-128256) for a term of two (2) years with one (1) one-year renewal option, to Legacy Media Lab (Consultant) to provide professional audiovisual coordinator services at the Branch Libraries and Central Library; and,

WHEREAS, Library staff recommends the approval of a Supplemental Agreement to extend the term by one-year to allow the Consultant to continue to provide professional audiovisual coordinator services as the Library develops and performs a Request for Proposal (RFP) process; and,

WHEREAS, the Board of Library Commissioners found, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2) that the consultant services to be provided are professional and special services of a temporary and occasional character for which a competitive bidding is not practicable or advantageous; and,

WHEREAS, the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the work can be performed more economically by an independent contractor than by City employees and the use of competitive bidding would be impractical due to the temporary nature of the services; and,

WHEREAS, Consultant has demonstrated the skills and expertise necessary to continue to provide the requested services and meet the expectations of the Library; and,

WHEREAS, funds are available in the Library's Contractual Services Account 3040 to continue this service;

THEREFORE, RESOLVED, that the Board of Library Commissioners approve the Supplemental Agreement to Contract Number 788 (C-128256) with Legacy Media Lab to continue to provide professional audiovisual coordinator services at the Branch Libraries and Central Library; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make technical changes if needed to the Supplemental Agreement; and,

FURTHER RESOLVED, that the Board President is authorized to execute the Supplemental Agreement.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 788 (C-128256)
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
LEGACY MEDIA LAB
FOR PROFESSIONAL AUDIOVISUAL COORDINATOR SERVICES AT THE
BRANCH LIBRARIES AND CENTRAL LIBRARY**

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract No. 788 (C-128256), is entered into by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as "City" or "Library"), and Legacy Media Lab (hereinafter referred to as "Consultant") to continue professional audiovisual coordinator services at the Branch Libraries and Central Library. The Library and Consultant may also be referred to herein individually as "Party" or collectively as the "Parties."

WHEREAS, On September 22, 2016, the Library and Consultant entered into Contract No. 788 (C-128256) wherein Consultant provided audiovisual coordinator services at the Branch Libraries and Central Library for a period of two years, with one one-year renewal option; said option was exercised by the Library, making the term expiration date September 21, 2019; and

WHEREAS, The Library and Consultant desire to continue Contract No. 788 (C-128256) with no changes to Contract No. 788's original scope of work that includes, but is not limited to, the following activities:

- Coordinate, direct, and stage presentations including recitations, plays, musicals, mime, puppet, chamber music, and meetings;
- Coordinate the use of appropriate freelance or other temporary personnel when and as needed to provide adequate stage support;
- Consult with Library staff requiring professional, expert, or technical advice relative to all types of stage venue productions;
- Meet and interact with prospective corporate and governmental customers desiring to use Library facilities and equipment for meetings and events;
- Develop written instructions for use of audiovisual equipment and procedures for use of equipment in all Library venues; and,
- Recommend scheme of work and equipment to improve the technical and audiovisual capabilities of library venues.

WHEREAS, these audiovisual services originally provided by Consultant provide critically-required functions for the Branch Libraries and Central Library; and

WHEREAS, Consultant has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and

WHEREAS, On October 24, 2019 the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work

performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because the Library plans to develop and release a Request for Proposals (RFP) for a new contract to provide audiovisual services for the Library System to meet the on-going needs of the Library and patrons; and

WHEREAS, Funds are available to compensate Consultant for the services in accordance with this Supplemental Agreement No. 1 to Contract No. 788 (C-128256).

NOW THEREFORE, The Library and Consultant agree that Contract No. 788 (C-128256) be revised as follows:

A. Section 1.0 ("Documents") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though full set forth herein:

- a. This Supplemental Agreement No. 1 to Contract No. 788 (C-128256);
- b. The Agreement;
- c. The Request for Proposals for Audiovisual Services issued on April 14, 2016 attached hereto and incorporated by reference as (Exhibit A);
- d. Consultant's response to the Request for Proposals for Audiovisual Services (Exhibit B);
- e. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit C); and
- f. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit D)."

B. Section 2.0 ("Order of Precedence") shall be replaced in its entirety as follows:

"This Agreement 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 Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Audiovisual Services for the Los Angeles Public Library shall be resolve by considering the documents according to the following order of precedence:

- a. This Supplemental Agreement No. 1 to Contract No. 788 (C-128256);
- b. The Agreement except for Exhibits A and B identified in Section 1.0 of this Agreement;

- c. The Request for Proposals for Audiovisual Services;
- d. Consultant's response to the Request for Proposals for Audiovisual Services (Exhibit B);
- e. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit C); and
- f. Evidence of Insurance (Exhibit D)."

C. Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety as follows:

"The insurance and indemnification requirements of this Agreement shall be as provided in the RFP (Exhibit B) of this Agreement. Proof of Insurance shall be as provided in Exhibit D of this Agreement and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17) [v.3] (Exhibit C)."

D. Section 6.0 ("Term of Agreement") shall be replaced in its entirety as follows:

"This Agreement shall commence on the date of execution by the Board and shall continue for a period of one (1) year.

Due to the need for Legacy's services to be provided continuously on an ongoing basis, Legacy may have provided services prior to the execution of this contract. To the extent that Legacy's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."

E. Section 14.0 ("Contract Representatives") shall be replaced in its entirety as follows:

"The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Legacy Media Lab shall notify, in writing, the other Party of any changes in the following information within five (5) business days of such change.

a. Consultant's Representative:

Name: Russell Pyle
Title: Owner
Party: Legacy Media Lab
Address: 2640 Kennington Dr.
Glendale, CA 91206
Telephone: (818) 547-4288

b. Library's Representative:

Name: Eloisa Sarao
Title: Director of Facilities
Party: City of Los Angeles, Los Angeles Public Library
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7463
Email: esarao@lapl.org

- c. Formal notices to the Library, demands and communications shall be provided to the Library's Representative.

Formal notices to Consultant, demands and communications shall be provided to the Consultant's Representative.

Formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated five (5) business days after mailing."

F. Add Section 15.0 ("Independent Contractor")

"Consultant's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Consultant, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' Compensation, pension, or any other City benefits. Consultant's personnel performing services under this Agreement shall at all times be under Consultant's exclusive direction and control and shall be employees or subcontractors of Consultant and not of City. Further, Consultant shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation."

G. Add Section 16.0 ("Retention of Records")

"Except as otherwise expressly directed by City, Consultant shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time

during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Consultant shall provide any reports requested by City regarding performance of the Agreement.”

H. Add Section 17.0 (“No Third-Party Beneficiaries”)

“Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Consultant uses subcontractors, Consultant remains responsible for complete and satisfactory performance of the terms of this Agreement.”

I. Add Section 18.0 (“Consultant’s Interaction with the Media”)

“Consultant shall refer all inquiries from the news media to Library, shall immediately contact Library to inform Library of the inquiry, and shall comply with the procedures of Library’s Public Relations staff regarding statements to the media relating to this Agreement or Consultant’s services hereunder.”

J. Add Section 19.0 (“Requirements Apply to All Subcontractors”)

“The Consultant will ensure that the requirements of Section 12.0 of the original Agreement and Section 18.0 above are provided to and apply to all subcontractors of this Agreement.”

K. Add Section 20.0 (“Continued Requirements”)

“The requirements of the original Agreement Section 12.0 and Sections 19.0, and 20.0 above survive termination of the Agreement.”

L. Add Section 21.0 (“Border Wall Bid Disclosure”)

“Consultant shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 et seq., “Disclosure of Border Wall Contracting.” City may terminate this Agreement at any time if City determines that Consultant failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.”

M. Add Section 22.0 (“Disclosure of Contracts and Sponsorship of the NRA”)

“The Consultant shall comply with Los Angeles Administrative Code Section 10.52 et seq., “Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.” City may terminate this Agreement at any time if City determines that Consultant failed to fully and accurately complete the required

affidavit and disclose all contracts and sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

N. Add Section 23.0 ("Entire Agreement")

"This Agreement, 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 Agreement.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original."

O. Revise Exhibit C

Exhibit C ("Standard Provisions for City Contracts") shall be revised by deleting Standard Provisions for City Contracts (Rev. 03/09), as referenced in the Agreement, and shall be replaced with Standard Provisions for City Contracts (Rev. 10/17) [v3].

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this Supplemental Agreement No. 1 to Contract No. 788 (C-128256) to be executed by their respective duly authorized representatives:

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
RUSSELL PYLE
Owner
Legacy Media Lab

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Commission Executive Assistant II

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

BOARD OF LIBRARY COMMISSIONERS

MATTERS PENDING

SUBJECT

DATE ITEM WILL BE ON THE AGENDA

1. None

TBD

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board

Kathryn Eidmann, Vice President

Mai Lassiter, Board Member

Media Marketing Ad Hoc Committee

Bích Ngọc Cao, President

Mai Lassiter, Board Member

Board Policies & Procedures Committee

Dale Franzen, Board Member

Josefa Salinas, Board Member