AGENDA

BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, JULY 25, 2013

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. APPROVAL OF MINUTES: Regular Meeting - July 11, 2013

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 COMMENTS AND ANNOUNCEMENTS

5. 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. RECOMMENDATION TO ACCEPT GIFT OF SEVEN (7) TASK CHAIRS, VALUED AT $2,514.64 FROM THE FRIENDS OF THE SUNDLAND-TUJUNGA BRANCH LIBRARY (EXHIBIT “A”)
BOARD DISCUSSION

b. RECOMMENDATION TO APPROVE AN INCREASE OF $500,000 TO THE LIBRARY'S FY 2013-14 BUDGET, FUND 300, DEPARTMENT 44, ACCOUNT 3040, CONTRACTUAL SERVICES FOR INTEGRATED TELEPHONE SYSTEM - PHASE I (EXHIBIT "B")

c. RECOMMENDATION TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES TO ESTABLISH A "COMMUNITY LIBRARY" PILOT PROJECT AT ESTRADA COURTS AND UP TWO OTHER SITES (EXHIBIT "C")

d. ORAL PRESENTATION: CENTRAL LIBRARY MUSIC COLLECTION

6. VARIOUS COMMUNICATIONS: NONE

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

8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE BOARD MEETING SCHEDULED FOR THURSDAY, AUGUST 8, 2013, WILL BE CANCELLED DUE TO LACK OF QUORUM. THE NEXT BOARD MEETING WILL BE HELD ON AUGUST 22, 2013 AT THE CENTRAL LIBRARY 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. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

7/19/2013
FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

July 25, 2013

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE SUNLAND-TUJUNGA BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of seven task chairs valued at $2,514.64 received from The Friends of the Sunland-Tujunga Branch Library to be utilized by the Sunland-Tujunga Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the Sunland-Tujunga Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of seven task chairs to replace the worn out chairs at the circulation and reference desks at the Sunland-Tujunga Branch Library.

2. A letter of thanks should be sent to:

   Mr. Richard Williams, President
   Friends of the Sunland-Tujunga Branch Library
   7771 Foothill Blvd.
   Tujunga, CA 91042

Prepared by: Emily Fate, East Valley Area Manager
Reviewed by: Cheryl Collins, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

July 25, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: FUNDING FOR INTEGRATED TELEPHONE SYSTEM – PHASE I

RECOMMENDATION:

THAT The Board of Library Commissioners approve an increase of $500,000 to the appropriation limit to the Library’s Fiscal Year 2013-14 Budget, Fund 300, Department 44, Account 3040, Contractual Services, from the Library’s cash balance.

FINDINGS:

1. As part of its FY 2013-14 proposed budget, the Library submitted a request for $500,000 in funding for the first phase of a three phase project to replace its antiquated telephone systems. Funding for phase one will be used for system replacement at the Central Library and a replacement of the core telephone infrastructure with an integrated VoIP (Voiceover Internet Protocol) telephone system.

2. The benefits of a new VoIP telephone system include telephone bill and maintenance costs savings. In addition, the new telephone system will allow the library to implement efficient and cost-saving technologies available to most businesses, including unified communications (telephone, voicemail, email, and computer integration), smart phone access and app support, and conference calling.

3. Funding for this project was included in the Mayor’s FY 2013-14 Proposed Budget, but was not in the final approved budget. We have identified salary savings from the previous fiscal year to fund phase one of this project.

Prepared by: Kyle Millager, Business Manager

Reviewed by: Kris Morita, Assistant General Manager
TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: APPROVAL OF MOU WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA) TO ESTABLISH A “COMMUNITY LIBRARY” PILOT PROJECT AT ESTRADA COURTS AND UP TO TWO OTHER SITES

RECOMMENDATIONS:

THAT The Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the attached Memorandum of Understanding between the Los Angeles Public Library and the Housing Authority of the City of Los Angeles (HACLA) to establish a “Community Library” pilot project at Estrada Courts and up to two other sites;

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution; and

FURTHER RESOLVED, That the City Librarian be authorized to execute the agreement on behalf of the Los Angeles Public Library.

FINDINGS:

1. Residents of the City’s public housing communities can face barriers to accessing their local library, including lack of transportation and safety concerns about crossing gang lines. In addition, limited Internet access in these communities can make it difficult for residents to access the library’s website and the growing variety of resources there.

2. To overcome barriers and increase access to the library’s valuable resources, the Los Angeles Public Library and the Housing Authority of the City of Los Angeles developed a pilot program to establish “Community Libraries” in public housing communities. The first pilot project established a library presence at Ramona Gardens in 2010.
3. Now, HACLA and LAPL propose agreeing to a Memorandum of Understanding between the Los Angeles Public Library and the Housing Authority of the City of Los Angeles (HACLA) that will establish a “Community Library” pilot project at Estrada Courts Public Housing Community and up to two other sites.

4. Estrada Courts was selected as the second pilot location due to a request from HACLA, which saw this as a priority location. Estrada Courts is located at 3232 Estrada Street in Boyle Heights. Estrada Courts is home to approximately 1,259 residents. Average family income for residents is $1,727.23 per month. Only 14% of the residents have a high school diploma.

5. This Community Library will expand upon the Ramona Gardens pilot program by providing a well-rounded professionally chosen collection of materials aimed at students in middle through high school. The facility will be open after-school Monday through Thursday and will provide students with computers dedicated for homework assignments. An LAPL-trained librarian will be available while the library is open to assist students with homework and other users with their library needs.

6. The proposed site for the Estrada Courts Library is a 1,000 square-foot room in the Estrada Courts Community Center, next to an existing computer lab. LAPL will provide chairs, tables, and bookcases to supplement the existing furnishings and four laptop computers. HACLA will provide the space, WI-FI and all utilities and pay staff salary for a librarian to work up to 20 hours a week.

7. The site will be supervised by the branch manager of the Robert Louis Stevenson Branch Library, which is located near Estrada Courts.

8. The establishment of community libraries at two other locations, as covered in the proposed MOU, will only begin after an evaluation of the pilot program at Estrada Courts.

Prepared by: Cheryl Collins, Director of Branches

Reviewed by: Kris Morita, Assistant General Manager
MEMORANDUM OF UNDERSTANDING TO ESTABLISH PUBLIC HOUSING COMMUNITY LIBRARIES BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

THIS MEMORANDUM OF UNDERSTANDING FOR THE ESTABLISHMENT OF PUBLIC HOUSING COMMUNITY LIBRARIES AT VARIOUS PUBLIC HOUSING DEVELOPMENTS ("Agreement") is entered into as of the ___ day of ___, 2013, for reference purposes, by and between THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic ("HACLA"), and the LOS ANGELES PUBLIC LIBRARY ("LAPL"), a public body, on the terms and conditions set forth below. The HACLA and LAPL are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties have an interest in providing better access to LAPL’s community libraries to HACLA’s various housing development residents who otherwise find it difficult to access LAPL facilities due to transportation and safety concerns related to neighborhood gang activity; and

WHEREAS, to facilitate access to LAPL’s libraries to HACLA residents, the Parties have an interest in placing LAPL community libraries in select HACLA housing developments ("Project"); and

WHEREAS, the Parties desire to enter into this MOU for the purpose of setting forth the terms and conditions under which the HACLA and LAPL will establish three (3) public housing community libraries for the HACLA’s public housing residents.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. Each and every recital set forth hereinabove is incorporated herein by this reference.

2. HOUSING DEVELOPMENT SITES. The HACLA hereby grants, and LAPL hereby accepts, this MOU to operate and maintain community libraries located at up to 3 of the HACLA’s housing development sites. The sites shall be used by LAPL for the primary purpose of providing library services to the HACLA’s residents including but not limited to providing access to LAPL’s print and electronic collections, use of computers, homework assistance to students, and providing resources to help residents locate jobs, improve literacy skills, manage finances, and access information on health and wellness. The Parties agree that LAPL will establish a community library at each of the following three sites, in pre-designated areas identified by the HACLA and LAPL ("Library Facility"), in the following order of establishment:
**First Site:** 3232 Estrada Street, Los Angeles, 90032 ("Estrada Courts")

**Second Site:** 2830 Lancaster Avenue, Los Angeles, 90033 ("Ramona Gardens")

**Third Site:** 1801 East 53rd Street, Los Angeles, 90058 ("Pueblo del Rio")

3. **HACLA RESPONSIBILITIES.**

3.1 The HACLA shall provide each Library Facility for LAPL use under the terms of this Agreement. The HACLA shall furnish without cost to LAPL all necessary utility services including telephone and high-speed internet services, and custodial services required by LAPL in its operation of the Project at each Library Facility.

3.2 The HACLA shall further reimburse LAPL for the hourly wages paid to a librarian assigned to each Library Facility at an hourly rate of $26.00 dollars per hour. The maximum number of hours to be reimbursed by the HACLA for each librarian assigned shall be mutually agreed upon by the Parties.

4. **LAPL RESPONSIBILITIES.**

4.1 LAPL shall provide and maintain at each Library Facility a well rounded professionally chosen collection of materials aimed at students enrolled in middle through high school. The collection of materials shall be chosen and maintained by LAPL librarians and will consist of approximately one hundred (100) titles that will supplement homework assignments for students enrolled in middle through high school. An additional 100 titles will be age-appropriate for students between the ages of 8 to 16 years of age. The remainder of the collection will consist of materials that will be of the general interest to the residents of the housing development sites including children's books, popular fiction titles in Spanish and English, and popular non-fiction works.

4.2 Each Library Facility shall be open a minimum of four days a week, excluding holidays, preferably Monday through Thursday during the after school hours. Library Facility hours shall be flexible to accommodate the needs based on the HACLA residents and school holiday/break schedules of resident students.

4.3 LAPL shall hire (as its own employee), train and assign an LAPL librarian to each Library Facility who shall be available to set up and close the Library Facility during library open hours. A typical schedule for each assigned LAPL librarian may be from 1:30 pm to 5:30 pm after school, Monday through Thursday, or operational needs during the Library hours. Each assigned LAPL librarian shall also act as a liaison and/or lead on any library related programs developed to assist residents at each Library Facility.

4.4 LAPL shall hire (as its own employee), train and assign staff to each Library Facility on an as needed basis to properly staff and operate the Library Facility. Any assigned LAPL staff including the assigned LAPL librarian at each Library Facility shall be responsible for properly operating and maintaining the Library Facility including but
not limited to maintaining the library collection, issuing library cards, checking out library materials, and assisting resident students with homework.

4.5 LAPL shall provide at its own cost, for each Library Facility, the library collection materials as described above, any necessary furnishings including but not limited to desks and chairs, office supplies as needed, and at least four notebook computers for residents and library staff to utilize for library purposes.

4.6 The LAPL shall further invoice the HACLA on a monthly basis for the hourly wages paid to each librarian assigned to each Library Facility. In the event the HACLA disputes any amount set forth in the invoice, the HACLA shall pay the undisputed amount and forward to the LAPL a statement detailing any disagreement with the remaining amount due and owing. The HACLA shall pay the disputed amount within thirty (30) days of the Parties' reconciling the amount due, if any.

5. **DURATION OF AGREEMENT.** This agreement shall become effective upon the execution of this Agreement by both Parties (the "Effective Date") and continue in full force and effect for one year (the "Initial Term"), unless earlier terminated or extended as provided under this Agreement.

5.1 **1st Option Term.** Either Party may elect to extend the term of this Agreement for one additional year ("1st Option Term") by giving notice to the other Party prior to the expiration of the Initial Term, subject to approval by the other party in writing.

5.2 **2nd Option Term.** Either Party may elect to extend the term of this Agreement for a second additional year ("2nd Option Term") by giving notice to the other Party prior to the expiration of the 1st Option Term, subject to approval by the other party in writing.

6. **ASSIGNMENT.** Neither Party shall assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the other Party. Any attempted assignment assumption, delegation, or takeover of any of the duties, responsibilities, obligations or performance of either Party by any other entity or person(s) for any reason whatsoever without the other Party's express prior written approval shall be null and void.

7. **PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE.**

Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

Pursuant to Government Code Section 895.4 and 895.6, the HACLA and LAPL shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring during the performance of this Agreement and any sub-agreements entered into pursuant thereto.
The HACLA and LAPL indemnify and hold harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2.

8. **TERMINATION.** This Agreement may be terminated by either Party as to all or any one of the Library Facilities at any time without cause upon sixty (60) days prior written notice thereof to the other Party.

9. **INDEPENDENT CONTRACTOR.** This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the LAPL and the HACLA.

10. **SEVERABILITY.** If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **INTERPRETATION.** Should interpretation of this Agreement or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the Parties jointly and equally, and shall not be interpreted against either Party on the grounds that the Party prepared the Agreement or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

12. **WAIVER.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

13. **NOTICES AND COMMUNICATIONS BETWEEN THE PARTIES.** All notices or other written communications which are or may be given under the terms of this Agreement shall be addressed as follows:

For LAPL: Los Angeles Public Library 630 W. 5th Street Los Angeles, CA 90071 Attn: Branch Library Services

For HACLA: Housing Authority of the City of Los Angeles 2500 Wilshire Blvd, Penthouse Los Angeles, CA 90057 Attn: __________________________

A Party may change its address for delivery of notice by delivering written notice of such change to the other Party.
14. **APPLICABLE LAW.** This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Los Angeles County, State of California.

15. **NO ATTORNEY FEES.** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, each Party shall bear its own costs and expenses, including attorneys’ fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

16. **NO THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, this Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

17. **AMENDMENT; MODIFICATION.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

18. **SECTION HEADINGS.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. **REPRESENTATIONS AND WARRANTIES.** Each Party warrants that the execution, delivery and performance of this Agreement and any and all related documents by the respective applicable Party are duly authorized and do not require the further consent or approval of any body, board, commission, officer or HACLA other than the persons executing this Agreement on behalf of the respective applicable Party. Each of the Parties further warrants and represents that the person executing this Agreement on behalf of said Party is duly authorized and empowered to execute this Agreement on behalf of said Party.

20. **FURTHER ACTS.** Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

21. **COUNTERPARTS.** This agreement may be executed in one (1) or more counterparts and when a counterpart shall have been signed by each Party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

22. **SURVIVAL.** All obligations of the Parties hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation all payment obligations and any other obligations.
23. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties concerning the matters set forth herein, and is intended by the Parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.

    IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Approved as to form:  
MICHAEL N. FEUER  
City Attorney

By ____________________________  
DEPUTY CITY ATTORNEY  
GENERAL COUNSEL, HACLA  
Date __________________________

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By ____________________________  
DOUGLAS GUTHRIE  
PRESIDENT AND CEO  
Date __________________________

LOS ANGELES PUBLIC LIBRARY

By: ____________________________
Name: __________________________________  
JOHN F. SZABO  
CITY LIBRARIAN  
Date: ____________________________
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
JULY 25, 2013

SUBJECT

1. QUARTERLY COMPARATIVE STATISTICS REPORT ON SERVICES & GOALS

2. STRATEGIC PLAN PRESENTATION

SCHEDULED FOR BOARD MEETING

PENDING

COMMISSIONERS’ OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles

- PRESIDENT MARSHA HIRANO-NAKANISHI
- VACANT

Board Policies

- PRESIDENT MARSHA HIRANO-NAKANISHI