1. ROLL CALL

2. APPROVAL OF MINUTES: Regular Meeting - July 25, 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 THE FOLLOWING GIFTS: (EXHIBIT “A”)

      $5,042.50 FROM THE CULINARY HISTORIANS OF SOUTHERN CALIFORNIA TO THE SCIENCE, TECHNOLOGY & PATENTS DEPARTMENT OF THE CENTRAL LIBRARY (Value of culinary books)
$1,633.36 FROM THE FRIENDS OF THE SUNLAND-TUJUNGA BRANCH LIBRARY (Value of two (2) paperback display spinners)

$1,150.00 FROM THE EDENDALE LIBRARY FRIENDS SOCIETY (ELFS) TO THE EDENDALE BRANCH LIBRARY (Value of five (5) lounge chairs)

**BOARD DISCUSSION**

b. RECOMMENDATION TO APPROVE TRANSFER OF FUNDS-- (EXHIBIT "B")
$3,000 FROM THE MURIEL POLLIA FOUNDATION AND $3,500 FROM THE RIGHTEOUS PERSONS FOUNDATION FUND-- TOTALING $6,500 FROM THE LIBRARY FOUNDATION OF LOS ANGELES TO THE LIBRARY DEPARTMENT FOR DEPOSIT IN THE LIBRARY BUDGET FOR FISCAL YEAR 2013-2014, FUND 300, ACCOUNT 9010, LIBRARY MATERIALS

c. RECOMMENDATION TO ACCEPT CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) BASELINE GRANT OF $10,000 FOR ADULT LITERACY SERVICES FOR FISCAL YEAR 2013-2014 (EXHIBIT "C")

d. RECOMMENDATION TO ACCEPT NATIONAL ENDOWMENT FOR THE HUMANITIES (NEH) AND GILDER LEHRMAN INSTITUTE OF AMERICAN HISTORY "CREATED EQUAL" GRANT OF $24,000 TO BE DEPOSITED IN TRUST FUND 831 ACCOUNT 299 (EXHIBIT "D")

e. RECOMMENDATION TO APPROVE AGREEMENT WITH ANTIOCH UNIVERSITY LOS ANGELES FOR A FEDERAL WORK STUDY OFF-CAMPUS PROGRAM AT THE LOS ANGELES PUBLIC LIBRARY (EXHIBIT "E")

f. RECOMMENDATION TO APPROVE AGREEMENT BETWEEN THE CITY AND BERINGIA CENTRAL, LLC FOR MAINTENANCE OF THE MAGUIRE GARDENS AND CENTRAL LIBRARY LANDSCAPE, HARDSCAPE, AND COURTYARDS (EXHIBIT "F")

g. ORAL PRESENTATION: CALIFORNIA STATE LIBRARY EUREKA PROGRAM, "HELPING THE HELPERS"

6. VARIOUS COMMUNICATIONS: NONE
7. COMMISSIONERS’ COMMENTS, ANNOUNCEMENTS AND REVIEW OF MATTERS PENDING

8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE NEXT BOARD MEETING IS SCHEDULED FOR THURSDAY, SEPTEMBER 12, 2013, AT THE CENTRAL LIBRARY, 630 WEST FIFTH STREET, LOS ANGELES, CA 90071, 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.

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.

7/16/2013

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

August 22, 2013

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF GIFT FROM THE CULINARY HISTORIANS OF SOUTHERN CALIFORNIA

RECOMMENDATION

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of books for the culinary collection totaling $5,042.50 purchased by the Culinary Historians of Southern California be accepted and added to the collection of the Science, Technology & Patents Department of the Central Library; and

FURTHER RESOLVED, That a letter of thanks be sent to the Culinary Historians of Southern California expressing the grateful appreciation of the Board and staff for the gift, which has augmented a vital part of the collection for the Central Library and the patrons of the Los Angeles Public Library.

FINDINGS

1. That the gift donation of $5,042.50 of books is to be added to the collection for the Science, Technology & Patents Department

2. A letter of appreciation should be sent to:

   Donna Chaney, Treasurer
   Culinary Historians of Southern California
   1241 North Holliston Avenue
   Pasadena, CA 91104

Prepared by: Bob Timmermann, Senior Librarian, Science, Technology & Patents Department

Reviewed by: Giovanna Mannino, Director of Central Library
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 22, 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 two paperback display spinners valued at $1,633.36 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 two paperback display spinners valued at $1,633.36 will be used to provide easy access to paperback classics and contemporary novels in the Teen section of 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

August 22, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: Acceptance of Gift from the Edendale Library Friends Society (ELFS)

Recommendation:

That the Board of Library Commissioners adopts the following resolution:

Resolved, that a gift of the reupholstery of 5 wood-framed lounge chairs valued at $1,150 received from the Edendale Library Friends Society (ELFS), to be utilized by the Edendale Branch Library be accepted; and

Further resolved, that a letter of thanks be sent to the Edendale Library Friends Society, expressing the grateful appreciation of the Board and staff for the generous gift.

Findings:

1. This gift of the reupholstery of 5 wood-framed lounge chairs valued at $1,150 will be used to provide comfortable seating for patrons in the adult reading room and children’s area at the Edendale Branch Library.

2. A letter of thanks should be sent to:

Ms. Joelle Dobrow, President
Edendale Library Friends Society (ELFS)
2011 W. Sunset Blvd
Los Angeles, CA 90026

Prepared by: Sylvia Galan-Garcia, Northeast Area Manager

Reviewed by: Cheryl Collins, Director of Branches
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: TRANSFER OF FUNDS FROM THE LIBRARY FOUNDATION

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That $6,500 be transferred from the Library Foundation and deposited in the FY 2013-2014 Library Budget, Fund 300 Account 9010, Library Materials.

FINDINGS:

1. The Library Foundation will transfer $3,000 from the Muriel Pollia Foundation Fund. The Muriel Pollia Foundation donated $75,000 in 2008 to maintain and develop the Asian Religion and Philosophy Collection of the Central Library. Dr. Muriel Pollia was personally and professionally very interested in Asian religion and philosophy.

2. The Library Foundation will transfer $3,500 from the Righteous Persons Foundation Fund. Steven Spielberg awarded a grant of $100,000 through his Righteous Persons Foundation in 2008 to maintain and develop the Judaism Collection of the Social Science/Philosophy/Religion Department of the Central Library. The emphasis is placed on the faith as expressed in its sacred works and works about them, the Jewish experience in America, and Judaism’s relationships with other faiths.

3. These funds will be used in accordance with the guidelines specified by the Muriel Pollia and Righteous Person/Steven Spielberg Foundations to enhance the collections of the Social Science/Philosophy/Religion Department of the Central Library, which has one of the most significant collections of philosophy and religion titles of any public library in the United States.
4. The amounts requested for transfer are based on availability of newly published appropriate titles and past expenditures in these subject areas.

5. Bookplates are placed in each book acquired with these funds. Recognition plaques are placed on the end panels of each section where the collections are shelved.

Prepared by:
Giovanna Mannino, Central Library Director

Reviewed by:
Kris Morita, Assistant General Manager
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 22, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) BASELINE GRANT OF $10,000 FOR FISCAL YEAR 2013/14

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners accepts the California Library Literacy Services (CLLS) baseline grant of $10,000 for the Los Angeles Public Library’s Adult Literacy Services for Fiscal Year 2013/14.

FINDINGS:

1. On July 18, 2013, the California State Library announced that the Los Angeles Public Library (LAPL) Adult Literacy Services program grant application was accepted and was eligible for a baseline $10,000 grant. LAPL and the Library Foundation of Los Angeles provide matching funds to make us eligible for this grant.

2. The remainder of our 2013/14 CLLS award will be determined by applying a CLLS formula. The formula will include the amount of local dollars expended by the LAPL and the LFLA on Adult Literacy Services in 2012/13 added to a per capita amount based on the 1,442 adult learners served by the Los Angeles Public Library in 2012/13. The amount of the remaining award will be revealed over the next two months.

3. These funds must be accepted by the Board of Library Commissioners to activate this award.

4. These funds will be used for purchasing adult literacy textbooks, workbooks, fiction and nonfiction reading material (general interest and parenting, education and workforce development titles), and nonfiction audio visual materials.

Prepared by: Candice Mack, Senior Librarian, Volunteer Services

Reviewed by: Melissa Potter, Principal Librarian, Adult Services
Kris Morita, Assistant General Manager
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 22, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF NATIONAL ENDOWMENT FOR THE HUMANITIES (NEH) AND GILDER LEHRMAN INSTITUTE OF AMERICAN HISTORY "CREATED EQUAL" GRANT

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners accepts the National Endowment for the Humanities & Gilder Lehrman Institute of American History "Created Equal" Grant of $24,000 for the period of September 2013 – August 2016; and

FURTHER RESOLVED, that the funds be deposited in Trust Fund number 831, Account 299.

FINDINGS:

1. In May 2013, the Los Angeles Public Library applied for the NEH & Gilder Lehrman Institute of American History "Created Equal" grant to provide film showings and scholar led discussions around four civil rights films: The Abolitionists, Slavery by Another Name, The Loving Story and Freedom Riders.

2. The program was created to bring attention to the 150th Anniversary of the Emancipation Proclamation. Other anniversaries to be commemorated include: the 60th anniversary of Brown vs. Board of Education in 2014, the 150th anniversary of Juneteenth in 2015, the 60th anniversary of Rosa Parks refusing to give up her bus seat and the 150th anniversary of the passage of the 14th amendment in 2016.

4. Each location received a set of the films, a preliminary program guide, bookmarks and clip art for promotional materials. In addition, each location was awarded $1,200 towards program expenses including advertising, refreshments, office supplies and program materials. Each location is required to have at least 3 programs over the 3-year period, creating a minimum of 60 civil rights related programs.

5. The grant must be accepted by the Commission to activate this award. Monies will be disbursed quarterly as programs begin at the different library locations.

Prepared by: Melissa Potter, Principal Librarian, Adult Services

Reviewed by: Kris Morita, Assistant General Manager
TO:       Board of Library Commissioners
FROM:    John F. Szabo, City Librarian
SUBJECT: AGREEMENT WITH ANTIOCH UNIVERSITY LOS ANGELES TO PROVIDE WORK STUDY STUDENTS

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolutions:

RESOLVED, that the Board of Library Commissioners approve the Federal Work Study Off-Campus Agreement with Antioch University to provide work study students at the Los Angeles Public Library (LAPL); and

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 Board President be authorized to execute the Agreement upon receipt of the required approvals.

FINDINGS:

1. Earlier this year, the staffs of Antioch University and LAPL met about creating a mutually beneficial program where a few of their students would work in the Library to supplement the Adult Literacy Program, gain work experience in their chosen professions, and help Antioch University meet the community service provisions required to obtain Federal Work Study funds.

2. Many of their adult students want to achieve a Master’s Degree in Education. They are enrolled in the work-study program and would like to gain tutoring experience. LAPL’s Adult Literacy Program relies on volunteer tutors to teach adults how to read.

3. The Antioch students will be trained to teach adults how to read. Additionally, they will be trained to teach a very basic ESL program for Spanish speakers. Over the past 12 months, LAPL has partnered with Maestro En Casa to start an ESL program for our Spanish-speaking patrons. Approximately 36% of LAPL’s adult literacy students are native Spanish speakers.
4. Students will be paid by Antioch to work at a branch library 20 hours/week. Students will be working at those branches located near Culver City which is where the university is located. Due to proximity to Antioch University and presence of an Adult Literacy Center in the facility, Baldwin Hills and the Robertson Branch libraries have been selected as the initial pilot sites.

5. The attached Agreement has been reviewed as to form by City Attorney staff.

Prepared by: Melissa Potter, Principal Librarian, Adult Services

Reviewed by: Kris Morita, Assistant General Manager
FEDERAL WORK STUDY OFF-CAMPUS AGREEMENT

Between the Los Angeles Public Library
And
Antioch University Los Angeles

This agreement is entered into between Antioch University, dba Antioch University Los Angeles (AULA), hereinafter known as the "Institution," or "Contractor" and LOS ANGELES PUBLIC LIBRARY, hereinafter known as "LAPL," a local public agency, for the purpose of providing work to students eligible for the Federal Work Study Program (FWS).

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and LAPL and must set forth:

1. brief descriptions of the work to be performed by students under this agreement;
2. the total number of students to be employed;
3. the average number of hours per week each student will be used; and
4. the total length of time the student is expected to work.

The Institution will inform LAPL of the maximum number of hours per week a student may work, not to exceed 20 hours per week. Transportation for students to and from their work assignments will not be provided by either the Institution or LAPL; nor will students be compensated or reimbursed for commute time to and from work assignments.

Students will be made available to LAPL by the Institution to perform specific work assignments determined by the Institution and LAPL. The LAPL shall have the right to review and approve any personnel who are assigned to work under this agreement. Students may be removed from work on a particular assignment or from LAPL facilities by the Institution, either on its own initiative or at the request of LAPL. LAPL agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, religion, ancestry, color, sexual orientation, age, disability, marital status, medical condition, national origin, or sex. Students will be required to sign the City of Los Angeles Volunteer Application (attached as Exhibit 2).

LAPL further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the regulations of the Department of Education which implement those Acts. The Institution further agrees to comply with the provisions and regulations of the State of California and the City and County of Los Angeles.
The Institution is considered the employer for purposes of this agreement and it has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assign students to work for LAPL, and to make the final acceptable determination that the students did in fact perform their work. LAPL’s right is limited to direction of the details and means by which the work set forth in the schedule is to be accomplished.

Under this arrangement LAPL will furnish time reports to the Institution for each payroll period indicating the total hours worked each week in clock time sequence and containing the supervisor’s certification as to the accuracy of the hours reported for review and retention.

Compensation to students for work performed on a project under this agreement will be disbursed (including all payments due as an employer’s contribution under State or local workers’ compensation laws, under Federal or State social security laws, or under other applicable laws) by the Institution. Under no circumstances will the LAPL be responsible for payment to students under this agreement.

Unless otherwise provided for herein and unless otherwise agreed to by LAPL, all Work Products originated and prepared by the Institution or its students of any tier under this agreement shall be and remain the exclusive property of LAPL for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this agreement including, without limitation, documents, material, data reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property.

TERMINATION

Either party may terminate this agreement for its convenience at any time by giving the other party 10 days written notice thereof. Upon receipt of said notice, the Institution shall immediately take action to inform and remove students from LAPL facilities.

INSURANCE

During the term of this Agreement and without limiting Institution’s indemnification of the LAPL, Institution shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Institution, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to City of Los Angeles requirements established by Charter, ordinance
or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form and amount acceptable to the City of Los Angeles, Office of the City Administrative Officer, Risk Management. Institution shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

Notwithstanding the foregoing provisions of this section to the contrary, LAPL shall maintain the insurance required of this section through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the LAPL’s sole option.

STANDARD PROVISIONS

As with all City personal services contracts, the Contractor must abide by the “Standard Provisions for City Contracts.” See Attachment.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed:

FOR THE LOS ANGELES PUBLIC LIBRARY:

BY: ____________________________

NAME: __________________________

TITLE: __________________________

DATE: __________________________

FOR ANTIOCH UNIVERSITY LOS ANGELES:

BY: ____________________________

NAME: __________________________

TITLE: __________________________

DATE: __________________________
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 22, 2013

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: AGREEMENT WITH BERINGIA, LLC, FOR MAINTENANCE OF CENTRAL LIBRARY LANDSCAPE AND HARDSCAPE AREAS

RECOMMENDATION:

THAT The Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners (BLC) approve the Central Library Landscape and Hardscape Areas Maintenance Agreement between the City and Beringia, LLC for the maintenance of the Maguire Gardens, Central Library landscape, hardscape and courtyards; and

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

FURTHER RESOLVED, That the Board President be authorized to execute the Agreement upon receipt of the required approvals.

BACKGROUND AND FINDINGS:

1. In 1985, the City sold the parking lot located adjacent to the Central Library to Maguire Thomas Partners (MTP) to help finance the Central Library renovation and expansion. In exchange, MTP constructed an underground parking structure and a 2.5 acre above-ground park.

2. The City Attorney, City Administrative Officer and Community Redevelopment Agency negotiated, and Mayor and City Council approved, a Garage Parking Agreement with MTP at the time of the sale which contemplated a perpetual landscaping agreement subject to the following conditions:
   - MTP owns the West Lawn (now named Maguire Gardens)
   - Library has open easement rights to the gardens to enable public use
   - Landscape and hardscape is maintained by MTP
   - Maintenance costs are paid by both Library and MTP

3. The total size of the landscape and hardscape areas is 105,066 square feet, which comprises the Library Plaza Landscaping area, also known as the Maguire Gardens (61,116 sq. ft.) and the Vicinity Landscaping area (43,950 sq.ft.).
4. The first landscaping agreement was executed in October 1993. The landscape and hardscape services have continued under various agreements and amendments since that time.


6. The Library Commission and Mayor initially approved a new 3-year agreement with MPG in early 2011. The agreement was agendized for City Council in August 2011. At that time, the city council questioned the inclusion of a 2% escalator clause. The 2% escalator clause covered both annual increases in wages of MPG contractors and costs of materials for the maintenance of the landscape and hardscape.

7. According to MPG, the 2011 yearly cost to maintain the landscape and hardscape was $410,446. The Library pays a portion of that amount as delineated below. MPG/LSA hires ten subcontractors to maintain 120 species of trees, shrubs and plants, perform tree trimming, daily janitorial services, pest and rodent control, maintaining and cleaning fountains, waterfalls and public art water features, maintaining and repairing metal sculptures and inscriptions, marble and decorative rock and granite, concrete, grout, pathways and sidewalks, planters, benches and light fixtures.

8. Subsequently, MPG agreed to remove the 2% escalator clause and agreed to reduce the maintenance costs by 10% in accordance with an earlier City Council recommendation that all departments seek a 10% reduction to contracts issued with non-city vendors.

9. Beringia LLC is the new property owner as of June 2013. A new landscape and hardscape contract is being proposed with the term of three years plus seven one-year renewal options commencing on October 4, 2013. Below is a list of the Library's yearly contract expenditures since 2004 and the proposed costs:

### LIBRARY'S SHARE OF COSTS

<table>
<thead>
<tr>
<th>MTP/LSA/MPG</th>
<th>BERINGIA (Proposed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004 = 215,516</td>
<td>2014 = 232,507</td>
</tr>
<tr>
<td>2005 = 219,096</td>
<td>2015 = 232,507</td>
</tr>
<tr>
<td>2006 = 222,404</td>
<td>2016 = 232,507</td>
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<tr>
<td>2007 = 229,087</td>
<td>2017 = 233,378</td>
</tr>
<tr>
<td>2008 = 233,669</td>
<td>2018 = 236,879</td>
</tr>
<tr>
<td>2009 = 238,738</td>
<td>2019 = 240,432</td>
</tr>
<tr>
<td>2010 = 235,852</td>
<td>2020 = 244,038</td>
</tr>
<tr>
<td>2011 = 217,710</td>
<td>2021 = 247,699</td>
</tr>
<tr>
<td>2012 = 217,710</td>
<td>2022 = 251,415</td>
</tr>
<tr>
<td>2013 = 217,710</td>
<td>2023 = 255,186</td>
</tr>
</tbody>
</table>
For the years 2014, 2015 and 2016, the rate proposed is frozen and will be comparable to the rate paid five years ago. Starting 2017, rates would be raised 1.5% annually, thereafter, a fixed percentage rate for seven years. The total cost to maintain the Maguire Gardens and vicinity landscape and hardscape in 2013 is estimated at $430,000/ year.

10. Funds are available for this purpose in the Library's Contractual Services Account.

11. The contract has been reviewed as to form by the City Attorney’s Office

Attachment

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kris Morita, Assistant General Manager
AGREEMENT FOR MAINTENANCE OF
CENTRAL LIBRARY LANDSCAPE AND HARDSCAPE AREAS

by and between

THE CITY OF LOS ANGELES

and

BERINGIA CENTRAL LLC
a Delaware limited liability company
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EXHIBIT “A” – Garage Plaza Parcel
EXHIBIT “B” – Above-ground Structures
EXHIBIT “C” – Garage Access Drive
EXHIBIT “D” – Landscaping Area
EXHIBIT “E” – Library Service Drive
EXHIBIT “F” – Open Space Easement
EXHIBIT “G” – Restaurant Footprint (also known as Library Plaza Footprint)
EXHIBIT “H” – Restaurant Seating Areas
EXHIBIT “I” – Central Library Parcel
EXHIBIT “J” – Vicinity Landscaping Area
EXHIBIT “K” – Non-discrimination, Affirmative Action
EXHIBIT “L” – Living Wage Ordinance
EXHIBIT “M” – Equal Benefit Ordinance
EXHIBIT “N” – Child Support Ordinance
EXHIBIT “O” – LEFT BLANK
EXHIBIT “P” – City Standard Provisions of Personal Services Contracts (Rev. 03/09)
EXHIBIT “Q” – Contractor Responsibility Ordinance
EXHIBIT “R” - Slavery Disclosure Ordinance
EXHIBIT “S” - Municipal Lobbying Ordinance
EXHIBIT “T” - Compliance with Los Angeles City Charter Section 470(c) (12)
AGREEMENT FOR MAINTENANCE OF CENTRAL LIBRARY LANDSCAPE AREAS

THIS AGREEMENT FOR MAINTENANCE OF CENTRAL LIBRARY LANDSCAPE AREAS (the “Agreement”) is entered into as of October 4, 2013 (the “Effective Date”), by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through the Board of Library Commissioners (the “City”) and BERINGIA CENTRAL LLC, a Delaware limited liability company (“Beringia”) (successor-in-interest to LIBRARY SQUARE ASSOCIATES, LLC, a Delaware limited liability company, as successor-in-interest to Maguire/Thomas Partners-Library Square, Ltd. (“Library Square”)), with reference to the following facts:

A. On July 9, 1985, The Community Redevelopment Agency of the City of Los Angeles (“Agency”) and Maguire/Thomas Partners Development, Ltd., a California limited partnership (“Developer”), entered into that certain Owner Participation Agreement (as subsequently amended, “OPA”) providing for the construction of certain improvements in certain real property including the real property described as the Garage Plaza Parcel in Exhibits “A” and “A-1” attached hereto (“Garage Plaza Parcel”).

B. On September 10, 1985, as contemplated by the OPA, the City and Developer entered into that certain Library Garage Parking Agreement (the “Garage Agreement”) which set forth certain rights and obligations of each of the parties with respect to the improvements to be built on the Garage Plaza Parcel. The Garage Agreement was amended pursuant to the First Amendment to the Library Garage Parking Agreement by and between City and Library Square as of August 12, 1988 (“First Amendment”) to clarify and more specifically set forth the rights and obligations of each of the parties with respect to certain construction and operational matters. In addition, as contemplated by the OPA, the Agency and City entered into that certain Cooperation Agreement authorized by Ordinance No. 160321 effective as of September 20, 1985, which provided for the rehabilitation and expansion of the Central Library (the “Central Library Project”).

C. On May 29, 1987, the City transferred the Garage Plaza Parcel to the Agency and the Agency conveyed such property to Library Square pursuant to the OPA. In connection with such conveyance, Library Square became Developer’s successor-in-interest with respect to certain portions of the OPA, including without limitation the Garage Agreement.

D. Section 7.10 of the Garage Agreement and Section 610 of the OPA contemplated that Library Square and City would enter into an Agreement to provide for the maintenance of certain improvements to be constructed in the surface areas of the Garage Plaza Parcel. Sections 3 and 5 of the First Amendment contemplate that each of the parties shall have certain rights and obligations with regard to the construction of certain improvements, specifically the Library Plaza Landscaping and the Library Service Drive (as defined therein), which improvements are contemplated as part of the Central Library Project.

E. As contemplated by the OPA, the Garage Agreement and the First Amendment, City and Library Square entered into that certain Agreement for Maintenance of Central Library Landscape Areas dated as of October 4, 2010 (the “LS Agreement”). On June 18, 2013,
Library Square conveyed the Garage Plaza Parcel to Beringia pursuant to a Grant Deed, and City and Beringia now desire to enter into a new Agreement for Maintenance of Central Library Landscape Areas, effective as of the Effective Date stated above, with the intention that this Agreement will replace in its entirety the LS Agreement.

F. All terms used herein and listed below shall have the meanings specified hereafter:

1. **Above-ground Structures.** "Above-ground Structures" means the elevator headhouses connecting and allowing ingress and egress from the subsurface improvements to the surface of the Garage Plaza Parcel and located on the two parcels as described in Exhibits "B," "B-1" and "B-2".

2. **Garage Access Drive.** "Garage Access Drive" means the driveway for access to the Library Garage (as defined in the Garage Agreement and which is sometimes known as the First Interstate World Center Garage) shown on Exhibits "C," "C-1" and "C-2".

3. **Garage Plaza Parcel.** "Garage Plaza Parcel" has the meaning set forth in Recital A above.

4. **Landscaping.** "Landscaping" means all pathways, fountains, paved areas, park benches, seating walls, handrails, light fixtures, security cameras, stuccoed surfaces, artwork, flower pots, planters, signs and other improvements and vegetation (as defined in Paragraph F(11)) within the Landscaping Area.

5. **Landscaping Area.** "Landscaping Area" means the surface area of the Garage Plaza Parcel excluding the Restaurant seating Areas, the Restaurant Footprint, the Above-ground Structures, the Library Service Drive and the Garage Access Drive and is shown on Exhibits "D-1" and "D-2" hereto. The parties acknowledge that the Landscaping Area contains approximately 61,116 square feet.

6. **Library Plaza Landscaping.** "Library Plaza Landscaping" has the same meaning set forth in the Garage Agreement and First Amendment and is located on the Open Space Easement (as defined in Paragraph F(8)).

7. **Library Service Drive.** "Library Service Drive" has the same meaning set forth in the First Amendment and is shown on Exhibits "E," "E-1," "E-2," "E-3" and "E-4" hereto.

8. **Open Space Easement.** "Open Space Easement" means the open space easement reserved in favor of the City pursuant to the Grant Deed [Garage Plaza Parcel] by Agency to Library Square dated May 29, 1987 and recorded in the Official Records of Los Angeles County as Document No. 87-853230, which easement is shown on Exhibits "F-1" and "F-2" hereto. The parties acknowledge that the Open Space Easement contains approximately 63,091 square feet which is equal to the area of the Landscaping Area plus the area of the Restaurant Seating Areas (defined below).
(9) **Restaurant Footprint.** "Restaurant Footprint" means the area within which, pursuant to the OPA, the Garage Agreement and the First Amendment, Beringia has the right to construct and maintain a structure for commercial purposes, which area is shown on Exhibits "G," "G-1" and "G-2" hereto. The Restaurant Footprint replaces the description of the "Library Plaza Footprint" referred to in the OPA, and the parties acknowledge and agree that the Restaurant Footprint contains not more than 3,167 square feet.

(10) **Restaurant Seating Areas.** "Restaurant Seating Areas" means those two areas, one designated "West" and the other "South," shown on Exhibits "H," "H-1" and "H2" hereto. The Restaurant Seating Areas are included within the areas referred to in Section 238 of the OPA, which are immediately appurtenant to and utilized by the Library Plaza (as defined in the OPA).

(11) **Vegetation.** "Vegetation" means all vegetation, plant life and greenery which are part of the Landscaping Area including, but not limited to all plants, flowers, shrubbery, flora and trees.

(12) **Vicinity Landscaping Area.** "Vicinity Landscaping Area" means the surface area of the Central Library Parcel shown on Exhibit "I" attached hereto, excluding the Central Library building thereon (including the courtyards marked thereon). The Vicinity Landscaping Area is shown on Exhibit "I" hereto. The parties acknowledge that the Vicinity Landscaping Area contains approximately 43,950 square feet.

G. All capitalized terms used herein without definition shall have the same meaning as specified in the Garage Agreement and the First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Maintenance**
   
   1.1 **General.**

   (a) **City Responsibility.** As contemplated by the OPA, the Garage Agreement and the First Amendment, and subject to the provisions of Paragraph 1.1(b) below, the Library Plaza Landscaping has been constructed at the expense of, and shall be the sole property of, the City. Except as otherwise expressly provided in this Agreement, the City shall maintain, or cause to be maintained, the Central Library (including the Vicinity Landscaping Area) and the Library Plaza Landscaping (except for the Restaurant Seating Areas), and the City shall be responsible for the partial cost of such maintenance. As contemplated by the OPA, the Garage Agreement and the First Amendment, the Library Service Drive has been constructed at the expense of the City, and Beringia shall retain easement rights for the use thereof as contemplated by the City’s grant thereof to Library Square on May 29, 1987.

   (b) **Beringia Responsibility.** As contemplated by Section 3 of the First Amendment, Beringia shall maintain, or caused to be maintained, the Library Service Drive and shall pay all of the maintenance expenses associated therewith, exclusive of all costs associated with the loading docks or damage caused by delivery vehicles (other than normal wear and
Beringia shall maintain, or cause to be maintained, the Library Garage (as defined in the Garage Agreement), the Restaurant Footprint, the Restaurant Seating Areas and the Aboveground Structures, the costs of which shall be borne solely by Beringia. Beringia also shall be the sole owner of, and shall be responsible for maintaining at its sole expense, the Garage Access Drive.

(c) **Coordination.** Beringia and City shall use their respective efforts to coordinate the maintenance operations for the Landscaping Area and Vicinity Landscaping Area with the separate maintenance operations for the Restaurant Seating Areas and Aboveground Structures, subject however, to Beringia’s performance of the maintenance of the Landscaping Area and Vicinity Landscaping Area pursuant to Section 1.2 or Section 1.3 below.

### 1.2 Maintenance of Landscaping Area and Vicinity Landscaping Area by Beringia

Beringia shall provide the minimum necessary maintenance of the Landscaping Area and Vicinity Landscaping Area by adding such scope of work to the contracts of vendors and contractors (collectively, "Contractors") already engaged by Beringia. The services for the Landscaping Area and Vicinity Landscaping Area and the monthly cost thereof to be paid by the City to Beringia in accordance with Article 3 are as follows:

<table>
<thead>
<tr>
<th>Monthly Costs</th>
<th>Landscaping Area</th>
<th>Vicinity Landscaping Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Softscape (Greenery) Maintenance (Pruning, mowing, fertilizing, pest control, ordinary repairs, etc.). Three people and equipment – once weekly</td>
<td>$4,086</td>
<td>$899</td>
</tr>
<tr>
<td>(b) Hardscape Maintenance (clean walls, furniture, signage, fountains, cap stones, trash receptacles, etc.). One porter per day, five days/week</td>
<td>$6,665</td>
<td>$1,466</td>
</tr>
<tr>
<td>(c) Equipment Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Fountains/water treatment (including necessary chemicals). One person (five days/week)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Lighting (repair and bulb replacement as needed) (labor only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Camera equipment (repair as needed) (labor only)</td>
<td>$5,131</td>
<td>$1,129</td>
</tr>
<tr>
<td></td>
<td>$15,882</td>
<td>$3,494</td>
</tr>
</tbody>
</table>

The $19,376 ($15,882 plus $3,494) amount set forth above is hereinafter referred to as the "Monthly Cost" for the first three years of the Agreement. If this Agreement is not terminated
pursuant to Paragraph 4.2(a)(ii), the Monthly Cost shall be increased effective October 4, 2016, and again on each subsequent October 4 of each year during the term of this Agreement to the following amounts (reflecting 1.5% annual increases starting on October 4, 2016):

<table>
<thead>
<tr>
<th>Adjustment Date</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/4/2016</td>
<td>$19,666</td>
</tr>
<tr>
<td>10/4/2017</td>
<td>$19,961</td>
</tr>
<tr>
<td>10/4/2018</td>
<td>$20,261</td>
</tr>
<tr>
<td>10/4/2019</td>
<td>$20,565</td>
</tr>
<tr>
<td>10/4/2020</td>
<td>$20,873</td>
</tr>
<tr>
<td>10/4/2021</td>
<td>$21,186</td>
</tr>
<tr>
<td>10/4/2022</td>
<td>$21,504</td>
</tr>
</tbody>
</table>

Personnel requirements in excess of those specified above shall be at added cost to be shared with the City based upon the City’s prior approval and in the City’s sole discretion as authorized by the City in writing through the City’s Library Business Office. Replacement parts (including, without limitation, light bulbs), replacement equipment and replacement materials (including, without limitation, replacement plants) are not included in the provision of services hereunder and shall be provided by the City at its sole expense. Without limiting any rights or remedies which Beringia may have, Beringia shall be excused from performing any obligations arising under this Section 1.2 from and after failure by the City to pay amounts due and owing to Beringia in accordance with Section 3.2 below. Beringia shall notify the City in the event the City fails to pay, or Beringia claims that the City has failed to pay, such amounts in accordance with Section 3.2.

Beringia shall exercise or cause to be exercised such maintenance and care as is both necessary and economically feasible, given budgetary and manpower limitations set forth above, to prevent the deterioration of the Landscaping Area and the Vicinity Landscaping Area. Notwithstanding anything to the contrary contained in this Agreement, Beringia shall have no obligation to maintain the Landscaping Area or the Vicinity Landscaping Area to the extent funding for such maintenance has not been approved by the City and paid to Beringia in accordance with Section 3.2 below.

Notwithstanding any provision in this Agreement to the contrary, the services performed hereunder shall not include, and the City shall not be required to provide, any services related to the maintenance of the restaurant within the Restaurant Footprint or the elevator headhouses within the Above-ground Structures. Likewise, the services performed hereunder shall not include any services related to the maintenance of the Central Library or any property outside of the Landscaping Area and the Vicinity Landscaping Area.

1.3 Optional Performance. Notwithstanding Paragraphs 1.1(a) and (b) and Section 1.2 above, Beringia shall have the right, but not the obligation, to perform at Beringia’s sole expense additional maintenance services for either or both the Landscaping Area or the Vicinity Landscaping Area, and in such event, the contractors providing such additional services shall be included in the “Contractors” defined in Section 1.2. If Beringia desires to exercise its right under this Section 1.3, Beringia shall give notice thereof to the City prior to
performing such services. If Beringia has elected to perform services under this Section 1.3, Beringia may elect to cease such performance, or any portion thereof, upon ten (10) days prior notice to the City. Costs incurred by Beringia in performance of services pursuant to this Section 1.3 may be reimbursed through funds realized from later creation of an assessment district for such purpose and other purposes.

1.4 Filming and Special Events. Beringia shall have the right to grant third parties the right to conduct filming or hold other special events on the Garage Plaza Parcel, subject to compliance with all applicable laws. Beringia shall be entitled to retain all fees or other revenue from such filming or other special events. Beringia shall notify and coordinate filming or other special events with the City’s Library Business Office and any additional repairs or maintenance costs as a result of the filming or events shall be at Beringia’s sole cost.

2. Security

2.1 General. Beringia may, but is not obligated to, hire and supervise, or cause to be hired and supervised, security services for the Library Garage, the Restaurant Footprint, Restaurant Seating Areas and the Above-ground Structures, the costs of which shall be borne solely by Beringia, its tenants and the users thereof. City may, but is not obligated to, hire and supervise, or cause to be hired and supervised, security services for the Central Library property (including, without limitation, the Vicinity Landscaping Area), the costs of which shall be borne solely by City. As set forth in Section 2.2 below, Beringia and City shall use their respective efforts to coordinate the security operations and services for the Landscaping Area with the separate security services provided for the Central Library (including, without limitation, the Vicinity Landscaping Area) and the Library Garage, the Restaurant Footprint and the Above-ground Structures. The operating jurisdiction of personnel, if any, hired to provide security services in the Landscaping Area and/or the Vicinity Landscaping Area pursuant to this Agreement shall be the Open Space Easement and/or the Vicinity Landscaping Area, but such security personnel also have jurisdiction and authority to enter Central Library property, the Library Garage, the Restaurant Footprint and the Above-ground Structures, if in pursuit of a suspected violator of any law, rule or regulation, or if granted by security personnel operating in such adjacent areas. This provision shall not be construed as granting Beringia or its employees authority to enter the Central Library building during non-business hours, except with the express permission of the security personnel operating therein. Representatives of the various security services shall meet on a regular basis as necessary, but at least once per calendar quarter, to discuss their respective efforts and agree upon coordination measures which should be implemented.

2.2 Landscaping Area and Vicinity Landscaping Area. The parties acknowledge and agree that the Landscaping Area and the Vicinity Landscaping Area are public library spaces and that the City shall be responsible for providing any security the City deems necessary at the City’s sole expense; however, Beringia shall have the right, but not the obligation, to provide security guard services for the Landscaping Area and/or vicinity Landscaping Area from time to time at Beringia’s sole expense, and in such event, the contractors providing such security services shall be included in the “Contractors” defined in Section 1.2. If Beringia desires to exercise its right under this Section 2.2, Beringia shall give notice thereof to the City prior to performing such services. If Beringia has elected to perform
services under this Section 2.2, Beringia may elect to cease such performance, or any portion thereof, upon thirty (30) days prior notice to the City. Costs incurred by Beringia in performance of services pursuant to this Section 2.2 may be reimbursed through funds realized from later creation of an assessment district for such purpose and other purposes. The City hereby acknowledges and agrees that if Beringia elects to provide security services to the Landscaping Area and/or vicinity Landscaping Area, Beringia and Beringia’s representatives, agents, employees and contractors shall have the right and authority to take such action as Beringia reasonably deems necessary to prohibit or prevent any of the following activities from continuing within the Landscaping Area or the vicinity Landscaping Area:

(a) noxious or offensive activities which are or may become an annoyance, nuisance or hazard to other people utilizing the Landscaping Area, the vicinity Landscaping Area, the Restaurant Footprint, the Restaurant Seating Areas, the Above-ground Structures or the Garage Access Drive, excluding any activity which is protected as free speech under the First Amendment;

(b) interference with pedestrian traffic;

(c) endangering the safety and well-being of any person using the Landscaping Area, the vicinity Landscaping Area the Restaurant Footprint, the Restaurant Seating Areas, the above-ground Structures or the Garage Access Drive;

(d) panhandling or begging;

(e) selling or distributing any merchandise or food;

(f) holding demonstrations, marches, conventions, parades or gatherings which make excessive noise or otherwise interfere with the use or enjoyment of the Landscaping Area, the vicinity Landscaping Area the Restaurant Footprint, the Restaurant Seating Areas, the Above-ground Structures or the Garage Access Drive by other persons, excluding any activity which is protected as free speech under the First Amendment;

(g) erecting temporary or permanent structures of any kind including, without limitation, tents or shacks, or leaving personal belongings unattended;

(h) posting signs of any kind;

(i) sleeping or loitering for more than two hours in any 24-hour period; and

(j) vandalizing, defacing, damaging, destroying or using for any unintended purpose any facility or improvement.

3. Payment

3.1 Payment Agreement. The City hereby agrees to pay to Beringia the monthly cost of services and materials provided under Paragraphs 1.2(a), (b) and (c), and the cost of additional services and materials authorized in advance by the City through the City’s Library business offices and incurred by Beringia in the maintenance of the Landscaping Area and the
vicinity Landscaping Area. The City’s obligation for payment under the Agreement shall be to the extent of the City’s appropriation to fund the Agreement. If the City appropriates additional funds, the City’s obligation shall be extended to the extent of such appropriation, subject to the terms and conditions of this Agreement. The City shall provide Beringia at least 60 days prior written notification of the elimination of such funding.

3.2 Payment Procedure. On or before the fifteenth day of each month, Beringia shall submit to City an invoice itemizing costs incurred by Beringia and authorized in advance by the City through the City’s Library business offices during the preceding calendar month in excess of the Monthly Cost. On the first day of each month during the term hereof, the City shall pay to Beringia the Monthly Cost plus the amount of any additional costs for which a timely invoice was submitted in accordance with this Section 3.2. Beringia shall be entitled to notify the City of any invoice which is not paid by City within thirty (30) days after City’s receipt thereof, and if such delinquent payment is not paid within thirty (30) days after the City’s receipt of such notice of delinquency the invoice amount shall bear interest at the rate of eight percent (8%) per annum, from the date due until paid.

4. Commencement and Termination

4.1 Commencement. The term of this Agreement shall commence on October 4, 2014, (the “Commencement Date”).

4.2 Termination.

(a) Expiration.

(i) Unless sooner terminated, this Agreement shall terminate on October 3, 2016; provided, however, commencing on October 4, 2016, the term of this Agreement shall automatically renew and continue in full force and effect for seven (7) successive one-year on the same terms and conditions unless either party hereto delivers written notice to the other party at least ninety (90) days prior to the end of the then-current term electing to terminate this Agreement at the end of the then-current term, in which case this Agreement shall terminate at the end of the then-current term (the “Termination Date”).

(ii) This Agreement shall not be automatically renewed beyond October 3, 2023. If this Agreement has been automatically renewed without termination pursuant to Paragraph 4.2(a)(i) through October 3, 2023, then on or before the date six (6) months prior to the then scheduled expiration of the term hereof (i.e., April 3, 2023) (herein, the “Renewal Evaluation Date”), the parties shall meet to discuss the duration and terms for the renewal of this Agreement with respect to the provision of maintenance services by Beringia and payment therefor by the City. Neither party shall be required to agree to any form of renewal or extension hereof beyond October 3, 2023, whether for the provision of maintenance services by Beringia or for any general extension of this Agreement, subject to the terms of Paragraph 4.2(c) below.

(b) Early Termination. This Agreement may be terminated by a non-defaulting party prior to the Termination Date in the event of a Default (as described in Article 5) by the other party, if, but only if: (i) within thirty (30) days after notice from the non-
defaulting party, the defaulting party fails to cure a Default, provided that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed in default if it has commenced a cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or (ii) either party is found by a court of competent jurisdiction to have committed gross negligence or willful misconduct in connection with fulfilling its obligations pursuant to this Agreement.

(c) **Month-to-Month Option.** If this Agreement has been automatically renewed without termination pursuant to Paragraph 4.2(a)(i) through October 3, 2023, City shall have the option (the “City Temporary Extension Option”) to postpone the Termination Date for a period of three (3) months until January 3, 2024 (the “Temporary Extension Term”) by giving Beringia written notice of City’s exercise of such option on or before August 3, 2023 (i.e., four (4) months following the Renewal Evaluation Date). If the City Temporary Extension Option is exercised by City, this Agreement shall continue in full force and effect on the same terms and conditions for the Temporary Extension Term, provided however (i) Beringia may cancel all or any then remaining portion of the Temporary Extension Term by written notice given to City at least sixty (60) days prior to the effective date of such cancellation, and (ii) City may cancel all or any then remaining portion of the Temporary Extension Term by written notice given to Beringia at least sixty (60) days prior to the effective date of such cancellation. For purposes of clarity, consistent with the foregoing, either Beringia or City may cancel the entire Temporary Extension Term if its notice thereof is given at least sixty (60) days prior to commencement thereof.

5. **Dispute Resolution**

Commencing upon execution of this Agreement, through and until the Termination Date, each party shall appoint one representative to meet on at least a quarterly (or as otherwise mutually agreed upon) basis to discuss matters arising with respect to the operation and maintenance of the Landscaping Area and the Vicinity Landscaping Area, the coordination of security services, the operation of the retail business within the Restaurant Footprint, and the operation of the Central Library and/or the status of the Central Library Project. If a dispute arises between the parties with respect to the performance of Beringia’s obligations hereunder, or any other matter pertaining to the Landscaping Area or the Vicinity Landscaping Area, the parties shall first discuss the matter and possible methods of resolution at a meeting of the representatives. In the event of a material breach or default in its obligations by either party hereto, said party shall not be considered in “Default” hereunder unless and until such breach or default has been discussed and remains unresolved after one meeting of the representatives and at least one subsequent meeting of the representatives which may include independent consultants selected by each of the representatives to assist in the resolution of such dispute. Special meetings may be called by either party if in good faith such party believes the disputed matter requires immediate attention. The provisions of this Article shall not be construed to limit any rights and remedies any party hereto may have.

6. **Miscellaneous**

6.1 **Assignment.** The obligations of Beringia shall terminate on the earlier of (i) the conveyance of its interest in the Garage plaza parcel, provided that the obligations of Beringia
hereunder shall be expressly assumed by the grantee of such conveyance; or (ii) the Termination Date or earlier termination pursuant to Paragraph 4.2(b) or Paragraph 4.2(c).

6.2 **Liability.** Beringia and the City acknowledge that this Agreement shall not modify the City’s responsibility that would otherwise exist absent this Agreement for all third party claims, monetary losses, property damage, physical injury liability and any other liabilities or losses occurring on or related to the use of the Landscaping Area, vicinity Landscaping Area and Central Library building, or arising out of the use of the Library Service Drive by, for the benefit of or on behalf of the City ("**City Claims**"), nor modify Beringia’s responsibility that would otherwise exist absent this agreement for all third party claims, monetary losses, property damage, physical injury liability and any other liabilities or losses occurring on or related to the use of the areas of the Garage Plaza Parcel other than the Landscaping Area, including, without limitation, the Garage Access Drive ("**Beringia Claims**").

6.3 **Entire Agreement.** This Agreement represents the whole and entire agreement between the parties with respect to the maintenance, operation and security of the Landscaping Area and the vicinity Landscaping Area. No other agreements or representations, oral or written, have been made by the parties with respect to said subject.

6.4 **Governing Law.** This Agreement is executed with respect to land located in the State of California and shall be governed by and construed in accordance with the laws of such state.

6.5 **Attorneys’ Fees.**

(a) If any suit, action or proceeding is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court or arbitration, as applicable, may adjudge reasonable as attorneys’ fees in such suit, action or proceeding and on any appeal from any judgment or decree entered therein.

(b) The rights and obligations of the City and Beringia under this Section 6.5 shall survive the termination of this Agreement.

6.6 **Partial Invalidity.** If any provision of this Agreement is adjudged invalid, the remaining provisions shall not be affected.

6.7 **Reservation of Right.** Notwithstanding this Agreement, Beringia reserves its right to regulate public access and use of the subsurface areas of the Garage plaza parcel, the Restaurant Footprint, the Restaurant Seating Areas and the Above-ground Structures. Any use of such areas, other than by Beringia, its tenants and invitees, is wholly permissive.

6.8 **Notices.** All notices, demands and reports provided for in this Agreement (collectively, "**Notices**" and individually, a "**Notice**") shall be in writing and shall be given to such party at its address as set forth below or such address as such party may hereafter specify for the purpose by Notice to the other party listed below. Each Notice shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon
delivery, (b) if given by certified or registered mail, return receipt requested, deposited with the
United States mail with first-class postage prepaid, seventy-two (72) hours after such Notice is
deposited with the United States mail, (c) if given by overnight courier with overnight courier
charges prepaid, twenty-four (24) hours after delivery to said overnight courier, or (d) if given
by any other means, upon delivery when delivered at the address specified in this Section 6.8.
Rejection or other refusal to accept a Notice or the inability to deliver the same because of a
changed address of which no Notice was given shall be deemed to be receipt of the Notice sent.

If to City:

To: The Board of Library Commissioners
630 West Fifth Street
Los Angeles, CA 90071
Phone: (213) 228-7515
Fax: (213) 228-7519
Attn: John F. Szabo

with a courtesy copy to:

The Office of the Los Angeles City Attorney
1800 City Hall East
200 No. Main Street
Los Angeles, CA 90012
Phone: (213) 978-8169
Fax: (213) 978-8222
Attn: Basia Jankowski

If to Beringia:

To: Beringia Central LLC
633 West Fifth Street, Suite 830
Los Angeles, California 90071
Phone: (213) 683-1000
Fax: (213) 955-8134
Attn: Property Manager

with a courtesy copy to:

Holland & Knight LLP
400 South Hope Street, 8th Floor
Los Angeles, California 90071
Phone: (213) 896-2400
Fax: (213) 896-2450
Attn: Susan Booth, Esq.

6.9 **Waiver.** No waiver by either party of any default of the other party or of any
event, circumstance or condition permitting a party to terminate this Agreement shall constitute
a waiver of any other default of the other party or of any other event, circumstance or condition permitting such termination, whether of the same or of any other nature or type and whether preceeding, concurrent or succeeding. No failure on the part of either party to exercise any right it may have by the terms hereof or by law upon the default of the other party and no delay in the exercise of such right shall prevent the exercise thereof by the non-defaulting party at any time when the other party may continue to be so in default, and no such failure or delay and no waiver of default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Agreement. The subsequent acceptance of any payment or performance pursuant to this Agreement shall not constitute a waiver of any preceding default by a defaulting party or of any preceding event, circumstance or condition permitting termination hereunder, other than default in the payment of the particular payment or the performance of the particular matter so accepted, regardless of the non-defaulting party’s knowledge of the preceding default or the preceding event, circumstance or condition, at the time of accepting such payment or performance nor shall the non-defaulting party’s acceptance of such payment or performance after termination constitute a reinstatement, extension or renewal of this Agreement or revocation of any notice or other act by the non-defaulting party.

6.10 Ratification. The parties acknowledge that Beringia will cause the maintenance services for the Landscaping Area and the Vicinity Landscaping Area to commence on October 4, 2013, which may be prior to execution of this Agreement by the parties. Beringia and the City acknowledge and agree that, upon mutual execution and delivery hereof, performance by the parties hereunder after October 4, 2013 and prior to such execution and delivery is hereby ratified, and this Agreement shall, for such purposes, be deemed effective as of October 4, 2013.

6.11 Non-Discrimination Affirmative Action. In connection with the performance of any services pursuant to Section 1.2 or Section 1.3, Beringia shall comply with the provisions of Exhibit “K” attached hereto.

6.12 Compliance with other City Ordinances. In connection with the performance of its obligations under this Agreement, Beringia shall comply, and shall require its contractors to comply with the Living Wage Ordinance and Rules and Regulations set forth on Exhibit “L” attached hereto, the Equal Benefit Ordinance set forth on Exhibit “M” attached hereto, the Child Support Ordinance set forth on Exhibit “N” attached hereto, the Child Care Policies set forth on Exhibit “O” attached hereto, the Contractor Responsibility Ordinance set forth on Exhibit “Q” attached hereto, the Slavery Disclosure Ordinance set forth on Exhibit “R”, and the Municipal Lobbying Ordinance set forth on Exhibit “S”. Additionally, the Agreement will incorporate the non-conflicting City Standard Provisions for City Personal Services Contracts (Rev. 03/09) set forth on Exhibit “P” attached hereto.

6.13 Compliance with Los Angeles City Charter Section 470 (c) (12). The Contractor, Subcontractors, and their Principals are obligated to fully comply with city of Los Angeles Charter Section 470 (c) (12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidate for elected City Office if the contract is valued at $100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c) (12), shall include
the following notice in any contract with a subcontractor expected to receive at least $100,000 for performance under this contract.

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Section 470 (c) (12) and related ordinances, you are subcontractor on City of Los Angeles contract, Pursuant to City Charter Section 470( c) (12), subcontractor and its Principals are prohibited from making campaign contributions and fund raising for certain elected City officials or candidate for elected City Office for 12 months after the City contract is signed. Subcontractor is required to provide to Contractor names and addresses of the subcontractor’s principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor’s information included must be provided within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies include fines. Information about the restrictions may be found at the City Ethics Commission’s website at http://ethics.lacity.org/ or by calling 213-978-1960.

Contractors, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of the provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

[remainder of this page intentionally left blank]
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

Date: ____________; 

CITY OF LOS ANGELES a Municipal Corporation, acting by and through the Board of Library Commissioners

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Attest:

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

APPROVED AS TO FORM AND LEGALITY

MICHAEL N. FEUER, CITY ATTORNEY

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

BERINGIA CENTRAL LLC,
a Delaware limited liability company

By: OUE USA Services Corp.,
a Delaware corporation,
its Authorized Representative

By: ____________________________
Name: Richard Stockton
Title: President
Date: __________________________
<table>
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<th>SUBJECT</th>
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<td>1. QUARTERLY COMPARATIVE STATISTICS REPORT ON SERVICES &amp; GOALS</td>
<td>PENDING</td>
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<tr>
<td>2. STRATEGIC PLAN PRESENTATION</td>
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**COMMISSIONERS’ OVERSIGHT RESPONSIBILITY**

Library Foundation of Los Angeles

- PRESIDENT MARSHA HIRANO-NAKANISHI
- VACANT

Board Policies

- PRESIDENT MARSHA HIRANO-NAKANISHI