

AGENDA

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, MAY 8, 2014

**BALDWIN HILLS BRANCH LIBRARY
2906 S. LA BREA AVENUE
LOS ANGELES, CA 90016**

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.

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1. **ROLL CALL**
 2. **APPROVAL OF MINUTES:** April 3, 2014
 3. **REMARKS BY THE WESTERN AREA MANAGER
AND THE BALDWIN HILLS BRANCH SENIOR LIBRARIAN**
 4. **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.)

5. **CITY LIBRARIAN'S COMMENTS AND ANNOUNCEMENTS**
6. **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 DONATIONS TO THE "HOT OFF THE PRESS" BESTSELLER PROGRAM:** (EXHIBIT "A")

**\$6,000 FROM THE SHERMAN OAKS FRIENDS OF THE LIBRARY
TO THE SHERMAN OAKS BRANCH LIBRARY**

- \$3,000 FROM THE FRIENDS OF JOHN C. FREMONT BRANCH BRANCH, LOS ANGELES LIBRARY ASSOCIATION TO THE JOHN C. FREMONT BRANCH LIBRARY
- \$3,000 FROM THE FRIENDS OF THE PALMS-RANCHO PARK LIBRARY TO THE PALMS-RANCHO PARK BRANCH LIBRARY
- \$3,000 FROM THE FRIENDS OF THE VENICE LIBRARY TO THE VENICE-ABBOT KINNEY MEMORIAL BRANCH LIBRARY
- \$3,000 FROM THE FRIENDS OF THE WILL AND ARIEL DURANT BRANCH LIBRARY TO THE WILL AND ARIEL DURANT BRANCH LIBRARY
- b. RECOMMENDATION TO APPROVE TRANSFER OF FUNDS (EXHIBIT "B")
FROM THE LIBRARY DEPARTMENT'S FISCAL YEAR 2013-14
BUDGET TO THE LOS ANGELES POLICE DEPARTMENT FOR
SECURITY SERVICES

BOARD DISCUSSION

- c. CONTINUATION OF RECOMMENDATION TO APPROVE (EXHIBIT "C")
LIBRARY FOUNDATION OF LOS ANGELES LIBRARY STORE
LEASE AGREEMENT
- d. CONTINUATION OF RECOMMENDATION TO APPROVE (EXHIBIT "D")
LIBRARY FOUNDATION OF LOS ANGELES LIBRARY STORE
LICENSE AGREEMENT
- e. ORAL PRESENTATION ON FINANCIAL LITERACY PROGRAMMING
7. VARIOUS COMMUNICATIONS: NONE
8. COMMISSIONERS' COMMENTS, ANNOUNCEMENTS
AND REVIEW OF MATTERS PENDING
9. ADJOURNMENT

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.

POSTED 5/5/14

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

May 8, 2014

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian 
SUBJECT: **ACCEPTANCE OF GIFT FROM THE SHERMAN OAKS FRIENDS OF THE LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$6,000 received from the Sherman Oaks Friends of the Library, for the benefit of the Sherman Oaks Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:

Ms. Judy Stewart, President
Sherman Oaks Friends of the Library
14245 Moorpark Street
Sherman Oaks, CA 91423


Prepared by: Emily Fate, East Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE JOHN C. FREMONT BRANCH, LOS ANGELES LIBRARY ASSOCIATION**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$3,000 received from The Friends of the John C. Fremont Branch, Los Angeles Library Association, for the benefit of the John C. Fremont Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to The Friends of the John C. Fremont Branch, Los Angeles Library Association, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:

Ruth Roberts, President
Friends of the John C. Fremont Branch,
Los Angeles Library Association
6121 Melrose Avenue
Los Angeles, CA 90038


Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE PALMS
RANCHO PARK BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$3,000 received from the Friends of the Palms-Rancho Park Library, for the benefit of the Palms-Rancho Park Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:

Mr. James Greenwood, President
Friends of the Palms-Rancho Park Library
2920 Overland Avenue
Los Angeles, CA 90064


Prepared by: Adam Mendelsohn, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE VENICE LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from The Friends of the Venice Library, for the benefit of the Venice – Abbot Kinney Memorial Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:

Kathy Owens, President
The Friends of the Venice Library
501 S. Venice Blvd.
Venice, CA 90291

Prepared by: Adam Mendelsohn, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE WILL AND ARIEL DURANT
BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$3,000 received from the Friends of Will and Ariel Durant Branch Library, for the benefit of the Will and Ariel Durant Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:

Ms. Margaret Rodriguez, President
Friends of Will and Ariel Durant Branch Library
7140 W. Sunset Blvd.
Los Angeles, CA 90046


Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Cheryl Collins, Director of Branches

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **TRANSFER OF FUNDS FOR PAYMENT OF SECURITY SERVICES**

RECOMMENDATIONS:

That the Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the transfer of \$318,735 from the Library's 2013-14 Budget, Fund 300, Department 44, Account 9520-Various Special Undesignated Salaries to the Los Angeles Police Department, Fund 100, Department 70, Revenue 516100.

FURTHER RESOLVED, That the Board of Library Commissioners approve the increase of \$294,279 to the appropriation limit to the Library's Fiscal Year 2013-14 Budget, Fund 300, Department 44, Account 9510, Various Special, from the Library's cash balance.

FINDINGS:

1. The Los Angeles Police Department (LAPD) provides security services to the Library Department to ensure the safety of public and staff. The Library compensates LAPD for these services.
2. During the current fiscal year, the costs for LAPD security services have increased due to the expanded service hours on Sundays and the unanticipated but welcomed hiring of additional security staff from the Convention Center. As such, the funds originally budgeted are insufficient in the current fiscal year to reimburse the LAPD for these services. There are sufficient funds in the budget for this transfer.

Prepared by: Kyle Millager, Business Manager


Reviewed by: Kris Morita, Assistant General Manager

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

EXHIBIT "C"
(Continued from 4/24/14)

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **RECOMMENDED APPROVAL OF LEASE AGREEMENT WITH THE LIBRARY FOUNDATION OF LOS ANGELES FOR THE OPERATION OF THE LIBRARY STORE**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the "Lease Agreement between the City and the Library Foundation of Los Angeles for Use of Floor Space in the Central Library for the Library Store;" and

FURTHER RESOLVED, That the City Librarian and Deputy City Attorney are authorized to make technical changes; and

FURTHER RESOLVED, That the Board President is authorized to execute this Agreement, subject to receipt of the required approvals.

FINDINGS:

1. The Library Store was created in 1987 as part of the Save the Books fundraising campaign. The original inventory was purchased by Atlantic Richfield Corporation (ARCO).
2. In Spring 1993, in anticipation of the Central Library's reopening, the Library requested that the Library Foundation assume the day-to-day operation of the library store. In July 1993, the Library Foundation secured a \$100,000 contribution from ARCO to install tenant improvements for the Library Store space on the ground floor of Central Library and to purchase new inventory for it. The Library Foundation has operated the bookstore successfully since that time.
3. The proposed Lease Agreement provides for the Foundation to continue to lease space at Central Library for the store operation. The Foundation will continue to contribute *five* (5) percent of the gross annual sales to the City. The Library will continue to provide air conditioning, electricity, custodial services and other operating expenses related to the leased space.

4. The Foundation will continue to sell products in the store, which are library-related in their design or use. Product categories currently identified are listed on Exhibit B of the Lease Agreement.
5. At the end of each calendar quarter, the Foundation will provide the Library with a quarterly financial report on the Library Store.
6. This Agreement has been reviewed by the Deputy City Attorney as to form and legality

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kyle Millager, Business Manager
Kris Morita, Assistant General Manager

**LEASE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
LIBRARY FOUNDATION OF LOS ANGELES
FOR USE OF FLOOR SPACE IN THE LOS ANGELES
PUBLIC LIBRARY'S CENTRAL LIBRARY FOR THE LIBRARY STORE**

THIS AGREEMENT is made and entered into as of July 1, 2014, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as "**Library**" or "**Lessor**") and the Library Foundation of Los Angeles, a California nonprofit public benefit corporation (hereinafter referred to as "**Foundation**" or "**Lessee**").

WITNESSETH:

That, for and in consideration of the payment of contributions, as further specified herein, and the performance of the covenants and conditions herein contained, said Lessor does hereby lease unto said Lessee spaces G152, G153, G153a, and G153c, all as shown on the diagram attached hereto as **Exhibit "A"** (the "**Premises**") for operation of the Library Store.

It is understood and agreed by and between the Lessor and the Lessee as follows:

1. Lessee shall use the Premises and common areas solely for the purposes and under the name Library Store as specified herein. Lessee shall devote the entire Premises to such purposes. Lessee shall not use or permit the Premises to be used for any other purpose or purposes or under any trade name whatsoever without the written consent of Lessor. Lessor's consent to a change in the initial trade name shall not be unreasonably withheld.
2. Within 10 business days after the earlier to occur of (a) the date of approval, by Lessee's Board of Directors, of its audited financial statements for each of its fiscal years that includes any part of the term of this Lease or (b) the date that is 120 days after the close of each such fiscal year, Lessee shall contribute to the Lessor an amount equal to five percent (5%) of the gross sales of the Library Store realized during that portion of the term of the Lease falling within such fiscal year, such contribution to be used by the Lessor for public Library purposes. For the purpose of determining this contribution, gross sales shall include all product sales by the Lessee, including onsite, offsite, catalog, internet and wholesale sales.
3. Lessee shall provide to the Los Angeles City Librarian a quarterly financial report on the Library Store within thirty (30) days following the close of each calendar quarter. Lessee's books, ledgers, journals, accounts and records, including any sales tax reports and income tax returns kept on the Premises, shall be available for audit inspection and examination by Lessor and its agents upon ten business days written notice for the purpose of investigating and verifying the accuracy of any statement of gross sales.
4. Lessee shall be responsible for payment of any costs that Lessor may incur as a result of Lessee's misuse of or damage to the Premises.

5. Lessee shall, after first obtaining the consent of the Lessor, have the right to install or place equipment, fixtures and other personal property (hereinafter, all called "equipment") on the Premises. In the event such equipment is installed or placed on the Premises, Lessee may remove the same within sixty (60) days after the termination of this Agreement at Lessee's sole cost and expense. It is understood and agreed that in the event any equipment is not so removed, the value thereof shall be considered as additional rent due and owing to the Lessor and full right and title thereto shall pass to the Lessor.

6. Lessee shall enforce no smoking within the Premises.

7. Lessee shall comply at all times during its use and occupancy of the Premises with all ordinances, laws, and regulations affecting the use and occupancy thereof, including any maximum occupancy ordinance.

8. Lessor shall not lease any portion of the Central Library or its surrounding grounds including the Maguire Gardens (the "Site") to any other lessee whose use is to be for the principal purpose of the operation of a book, stationery, card and/or gift shop. For the purposes of this Lease, this restriction shall be deemed violated if the annual cumulative sales of books, stationery, cards and/or gift shop items by any other lessees or occupants within the Site shall exceed five percent (5%) of any of such lessees' or occupants' total annual sales. The Lessor shall not, during the term of this lease, or any extension thereof, directly or indirectly engage in or compete with Lessee's trade or business. However, this does not prohibit Lessor from selling office supplies at the branch libraries.

If there is a breach of any provision of this paragraph 8, the Lessee shall have the right to institute proceedings to enjoin the violation, either in its name or that of the Lessor. The foregoing rights and remedies shall be exclusive of any other right or remedy otherwise available to Lessee. The Lessor shall indemnify and hold Lessee harmless from and against all liability, claims, actions, costs and expenses, including counsel fees, costs and expenses, sustained or incurred by the Lessee and arising out of the terms and provisions of this paragraph 8, including without limitation documented costs, expenses and damages incurred by Lessee in the event Lessor does not institute and proceed diligently with a suit to enjoin any conflicting use prohibited under the terms of this paragraph 8.

9. Lessor shall not be required to make any alterations, additions, or Improvements in and upon the Premises during the term of this Lease. Lessee shall not make any alterations, additions, or improvements to the leased Premises without the written consent of the Lessor. In the event Lessee makes any alterations, additions, or improvements to the leased Premises without the written consent of Lessor, Lessor shall have the right to restore the leased Premises to the condition the leased Premises were in immediately prior to Lessee's occupancy, and Lessee agrees to reimburse Lessor for its costs incurred thereby within thirty (30) days of presentation of demand by Lessor. The exercise of Lessor's right to restore the leased Premises shall not operate to excuse Lessee's violation of this paragraph nor shall said exercise of right waive any other remedy available to Lessor.

10. Lessee shall be responsible for and pay for any repairs or replacements of any character whatsoever that are occasioned or made necessary by reason of the negligence or misuse of said Premises by the Lessee.

11. Lessee shall not place any signage, advertising or display on the inside or outside of the Premises without the prior written approval of the Lessor.

12. Lessee may sell on the Premises any items that are library related in their design or use of the types listed in the attached **Exhibit "B"**. In the event that Lessee shall desire to sell any item of a type other than those listed in **Exhibit "B"**, the Lessee shall first obtain the written consent of the Los Angeles City Librarian or of such other person previously designated by the Los Angeles City Librarian in a written notice to the Lessee.

13. The Lessee shall remove from the Premises any item of merchandise, signage, advertising or display designated by the Lessor in a written notice given to the Lessee in accordance with the terms of this Agreement, provided that the Lessor, within ten (10) days of written notice to the Lessor of the Lessee's cost of such item, shall pay to Lessee an amount equal to such cost if such item was previously authorized as set forth in paragraph 12 of this Agreement. Any item so removed shall be transferred to the Lessor or retained by the Lessee as designated in the written notice from the Lessor.

14. Provided Lessee exercises an ordinary standard of care in the performance of Lessee's duties, and except for the malfeasance, gross negligence or willful misconduct of Lessee, Lessor agrees to indemnify and hold harmless Lessee from loss or liability which may arise in connection with Lessee's activities performed on behalf of Lessor under this Lease Agreement. Lessor also agrees to indemnify and hold harmless Lessee from loss or liability arising from the acts or omissions of Lessor, its officers, employees or agents; Lessor shall bear no responsibility for loss or liability, actual or alleged, that arises from the acts or omissions of Lessee's agents. Lessor agrees to indemnify and hold harmless Lessee pursuant to, and agrees that the activities performed by Lessee as Lessee under this Agreement are performed on behalf of the Lessor for purposes of, (a) that action by the City Council of Los Angeles (CF 92-1888) which authorizes the City Risk Manager to issue letters of indemnification on a continuing basis to the Library Foundation of Los Angeles against liability claims arising from the Foundation's activities on behalf of the Los Angeles Public Library, and (b) that Letter of Indemnification issued by the Office of the City of Los Angeles Administrative Officer on January 8, 1993.

15. Lessee shall, upon the expiration of the term of this Agreement or upon the sooner termination thereof, then and there immediately, peaceably and quietly surrender and yield up to the Lessor possession of the Premises, and when surrendered, the Lessee shall leave the Premises in as good order and condition as said Premises were at the beginning of the term of this Lease, ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, act of God, or public calamity excepted. In the event Lessee holds over after the expiration of the term (with or without the express or implied consent of Lessor), such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and such month-to-month tenancy shall be subject to the same terms and conditions contained in this Agreement.

16. Lessee shall provide evidence of insurance for comprehensive liability. Lessee acknowledges that adequate insurance is maintained to cover all incidents for which Lessee may be held liable or for which Lessee has assumed liability under this Lease.

17. Lessor may, at its option, either self-insure or purchase commercial insurance for comprehensive liability and casualty.

18. Lessor shall furnish, at Lessor's sole cost and expense, the necessary heat, air conditioning, ventilation, light, electricity and water to be used and consumed by the Lessee within the Premises. Lessor shall provide, at Lessor's sole cost and expense, nightly janitorial services including vacuuming, dusting, refuse removal and periodic cleaning of floors, windows and displays as necessary.

19. Lessor shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been or is done, to protect any and all rights of Lessor and to post such reasonable notices as Lessor may desire to protect the rights of the Lessor, to supply any services to be provided by Lessor hereunder and to perform all required work therein, for the purposes of making alterations, repairs or additions to the Premises or any portion of the Premises as required by law.

20. The Premises may be open for business during such hours as the Lessee may elect from time to time, during the hours the Los Angeles Public Library is open to the public or at such other times approved by the City Librarian or designee; and in all events, the Lessee's employees and agents (and such other persons designated by Lessee in writing from time to time) shall have twenty-four hours access to the Premises.

21. The rental fee paid by the Lessee covers the use of space only; it does not guarantee the adequacy or the condition of any equipment which may be used.

22. The covenants and conditions contained in this Lease shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Lessee shall not assign, let or sublet the whole or any part of said Premises without the written consent of said Lessor.

23. Any notice required to be served hereunder shall be in writing; any notice by the Lessee to the Lessor may be given by depositing in the United States mail, postage prepaid, addressed to City Librarian, 630 West 5th Street., Los Angeles, CA 90071; and any written notice by the Lessor to the Lessee may be given by depositing in the United States, mail, postage prepaid addressed to the Lessee at:

Library Foundation of Los Angeles
630 W. 5th Street
Los Angeles, CA 90071

24. If default shall be made in any of the covenants herein provided, Lessor shall provide written notice thereof, specifying the particulars of the default, to Lessee in the manner provided for in the preceding paragraph. Upon receipt of the notice, Lessee shall immediately commence to remedy the default. Lessee shall remedy the default within ten

(10) calendar days of receipt of notice; provided; however, that where Lessee is diligently attempting to cure the default and more than 10 days is required therefor, Lessee may retain possession of the Premises and shall not be evicted therefrom. If Lessee fails to cure the default within ten (10) calendar days after receiving such notice or fails to diligently attempt to cure the default in the most expeditious manner practicable, Lessor may reenter said Premises, take possession thereof, and remove all persons and property therefrom. The aforesaid remedies shall not be deemed exclusive and Lessor may avail itself of any and all additional remedies available at law or in equity.

25. This Agreement shall be executed in four (4) identical quadruplicate copies each of which shall be an original. All captions and headings are inserted for the convenience of the parties, and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. In case one or more of the provisions contained in this Agreement (or any portion of such provision) shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision), and this Agreement shall be construed as if such unenforceable provision (or portion thereof) had never been contained herein.

This Agreement shall be governed by and construed and enforced in accordance with the laws, regulations and ordinances of the State of California and the City and County of Los Angeles. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. All representations and warranties shall survive the termination of this Agreement. In any action between any of the parties herein relating to any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded its reasonable costs and expenses and reasonable attorney's fees. This Agreement may be amended, modified, superseded or cancelled only by a written instrument executed by the parties hereto.

26. The attached Standard Provisions for City Personal Service Contracts (Rev. 3/09) hereto as **Exhibit "C"** are hereby incorporated by reference into this Agreement, provided, however, that: PSC-20 (Indemnification) and PSC-24 (Insurance) are not applicable to, or incorporated by reference into, this Agreement by reason of the indemnity provided to the Foundation by the City of Los Angeles in accordance with the provisions of that certain letter to the Foundation from Keith Comrie, City Administrative Officer, as executed by Richard J. Welch, ARM, City Risk Manager, dated January 8, 1993, and action of the City Council (C.F. 92-1888) on October 2, 1992; and a portion of PSC-31 (Service Contractor Worker Retention Ordinance ("**SCWRO**")) is not applicable to, or incorporated by reference into, this Agreement since this Agreement is not a "contract" ...for the furnishing of services to or for the City or financial assistance recipient" within the meaning of Section 10.36.1(g) of the Los Angeles Administrative Code but is a lease of real property by the City to the Foundation.

27. The term of this Agreement shall be for three years. The term shall begin July 1, 2014. Either the Lessee or the Lessor may terminate this Agreement at any time during its term by giving one year written notice to the other party to this Agreement.

Should a valid MOU not be executed by both parties to this contract, a written notice of 30 days shall be sufficient to terminate the lease and surrender the premises to the Library.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

BOARD OF LIBRARY COMMISSIONERS

**LIBRARY FOUNDATION OF
LOS ANGELES**

By _____
JOSEFA SALINAS
President

By: _____
KENNETH S. BRECHER
President

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

EXHIBIT "D"
(Continued from 4/24/14)

May 8, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JS*

SUBJECT: LICENSE AGREEMENT WITH THE LIBRARY FOUNDATION FOR USE
OF WORKS OF ART AND TRADE NAMES ASSOCIATED WITH THE
LOS ANGELES PUBLIC LIBRARY

RECOMMENDATION:

THAT the Board of Library Commissioners adopt the following resolutions:

RESOLVED, that the Board of Library Commissioners approve the "License Agreement between the City and the Foundation for the Use of Works of Art and Trade Names Associated with the Los Angeles Public Library;" and

FURTHER RESOLVED, That the City Librarian and Deputy City Attorney are authorized to make technical changes; and

FURTHER RESOLVED, That the Board President is authorized to execute both of these agreements, subject to the receipt of required approvals.

FINDINGS:

1. As stipulated in the attached contract, the License Agreement provides the Library Foundation a non-exclusive, non-transferrable right to use art works and trade names associated with the Los Angeles Public Library in products developed for sale in the Library store or through other channels. It provides for the City Librarian or designee to approve the design and quality of the products developed prior to their production. The terms of any sublicense agreements must also be approved by the City Librarian.
2. This agreement has been reviewed by the City Risk Manager and the City Attorney as to form and legality.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kyle Millager, Business Manager
Kris Morita, Assistant Business Manager

**LICENSE AGREEMENT FOR USE OF WORKS OF ART
ASSOCIATED WITH
THE LOS ANGELES PUBLIC LIBRARY'S CENTRAL LIBRARY
AND TRADE NAMES OF THE CITY OF LOS ANGELES FOR
THE LIBRARY STORE**

THIS LICENSE AGREEMENT is made and entered into as of July 1, 2014, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("**Licensor**"), and the Library Foundation of Los Angeles, a California non-profit benefit corporation ("**Licensee**").

WHEREAS, Licensor possesses certain intellectual property rights in its name and insignias as well as certain Works (as hereinafter defined) that are associated with the Los Angeles Public Library (the "**Library**");

WHEREAS, Licensee is operating a store at the Library (the "**Library Store**"); and

WHEREAS, Licensor is willing to grant, and Licensee desires to acquire, the non-exclusive right to use Licensor's intellectual property rights in such names and insignias as well as certain Works for the purpose of manufacturing, distributing and selling products through the Library Store and through other channels;

NOW, THEREFORE, in consideration of the premises and mutual promises, terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. **DEFINITIONS.** As used herein, the following terms shall have the following definitions.

1.1 **Business Day.** "Business Day" shall mean a day on which banks are open for business in Los Angeles, California, U.S.A.

1.2 **Dollars.** "Dollars" or "\$" shall mean lawful money of the United States in immediately available funds.

1.3 **Licensed Works.** "Licensed Works" shall mean the Approved Works and Trade Names and all intellectual property rights and good will associated therewith, including all copyright and trademark rights, whether registered or not.

1.4 **Works.** "Work" or "Works" shall mean any and all works of authorship, including literary, dramatic, musical, artistic and other intellectual works, as to which the Library has the right of physical access and either (a) the Library owns the copyright or (b) an assignment, license and/or any other form of waiver or agreement has been or will be obtained pursuant to Section 4.1 or otherwise to permit Licensee's use thereof consistent with the provisions of this Agreement.

1.5 **Approved Works.** "Approved Works" shall mean those Works Licensee has requested the right to use pursuant to the provisions of this Agreement and Licensor,

acting through the City Librarian, has approved such use through a grant of copyright license, addendum to this Agreement or right of physical access to the Work.

1.6 Trade Names. "Trade Names" shall mean any and all trade names, trademarks and other commercial symbols, and the goodwill associated therewith, either (i) listed in **Exhibit A** attached hereto and made a part hereof or (ii) added specifically as listed from time to time to **Exhibit A** hereto by mutual agreement of the parties.

1.7 Licensed Products. "Licensed Products" shall mean any products that Licensee procures, assembles, creates or manufactures, or has procured, has assembled, has created or has manufactured, for sale or distribution pursuant to this Agreement that are based on or that otherwise exploit any or all Licensed Works.

1.8 Effective Date. "Effective Date" shall mean July 1, 2014.

1.9 Fundraising. "Fundraising" shall mean any act or activities that would lead to Donations benefitting the Library or Licensee exclusively.

1.10 Donations. "Donations" shall mean any monetary and in-kind donations made to the Library or to Licensee.

1.11 MOU. "MOU" shall mean the Memorandum of Understanding between the Library Foundation of Los Angeles and the Los Angeles Public Library.

II. GRANT OF RIGHTS AND LICENSES

Subject of all of the terms and conditions set forth in this Agreement:

A. Rights and Obligations related to Licensed Products:

2.1 Distribution Rights. Licensors hereby grants to Licensee a non-exclusive, non-transferable, royalty-free right and license to procure, sell and distribute, and have procured, sold, displayed and distributed, Licensed Products during the term of this Agreement through the Library Store or through other channels at Licensee's choosing. Licensee or its agents may use textual and/or pictorial matter pertaining to the Licensed Works on such promotional, display and advertising material as may, in its judgment, promote the sale of the Licensed Products which material does not infringe on intellectual property rights of third parties and is approved by the Library, such approval not to be unreasonably withheld.

2.2 Manufacturing and Other Rights. Licensors hereby grants to Licensee a nonexclusive, non-transferable, royalty-free right and license during the term of this Agreement to, directly or indirectly, manufacture, assemble, copy, modify, create derivative works of, publicly perform and otherwise use the Licensed Works and all derivative works thereof for the purposes of assembling, manufacturing, creating and distributing Licensed Products pursuant to Section 2.1 herein. Without limiting the generality of the foregoing, the rights granted herein shall include (a) the right to photograph, record, re-record, duplicate, release and exhibit Licensed Products as part of a production in any medium now existing or hereafter developed (e.g., still photography, video tape, film, CD-ROM, DVD, internet

downloads); (b) the right to use any musical Licensed Product as a soundtrack "synced" with visual images as part of a production; and (c) the right to use musical Licensed Products as part of the public exhibition, viewing or broadcast of a production (including but not limited to television shows, videos, DVDs, websites, podcasts, multimedia presentations and films). Licensee may negotiate and contract with any and all persons or entities involved in the manufacturing and distribution process, including, but not limited to, suppliers and current and prospective manufacturers, distributors and other resellers.

2.3 Trade Name Rights.

(A) Licensee may, on a royalty-free basis, use, but is not required to use, any of the Trade Names in connection with the sale or distribution of any Licensed Products. Licensee may also use other trademarks, trade names, service marks and commercial symbols of its own choosing in connection with the sale and distribution of Licensed Products unless otherwise prohibited by third party agreements.

(B) If Licensee, in its sole discretion, uses any Trade Name on any Licensed Product, Licensee agrees that such use shall be in strict compliance with the provisions of all applicable laws and regulations. Licensee agrees to conduct any and all advertising and promotion in which such Trade Name may be used so as to assure the continued validity and enforceability of such Trade Name.

2.4 Right to Sublicense. The rights and licenses granted herein pertaining to the Licensed Products are personal to Licensee. Thus Licensee shall have the right to sublicense any of such rights and licenses as necessary in Licensee's reasonable discretion with prior written approval of the City Librarian. Licensee shall provide the City Librarian or designee ("Librarian") with a summary of the terms and conditions of such sublicense for the Librarian's approval. The Librarian shall notify Licensee of approval or disapproval within ten (10) Business Days of receiving such summary.

2.5 Licensor's Rights to use Licensee's Trade Name. Licensee hereby grants to Licensor the right to use Licensee's trade name "The Library Foundation of Los Angeles" in furtherance of the Licensor, Library and related services. Licensor shall provide samples of all such advertising or promotional materials to Licensee that contain Licensee's trade name. If Licensee determines that any such sample, in its reasonable discretion, does not satisfy Licensee's quality control standards, Licensee shall notify Licensor of the quality issues within thirty (30) Business Days of receiving the relevant sample. Licensor shall not use such advertising or promotional materials bearing Licensee's trade name until Licensee is reasonably satisfied with them.

2.6 Additional Approved Works. Licensee may, upon thirty (30) days' written notice to the Librarian, request the right to use additional Works which have not previously been approved as Approved Works. Licensee may not use any such Work absent written approval from the Librarian. Upon receipt of such written approval by the Librarian, the subject Work shall be deemed an Approved Work.

2.7 Removal of Trade Name; Reimbursement of Licensee. Licensor may, upon thirty (30) days' prior written notice to Licensee, unilaterally remove a Trade Name from **Exhibit A**. In the event that Licensor unilaterally removes a Trade Name from **Exhibit**

A, pursuant to this Section 2.7, after approval of a pre-production sample of the Licensed Product(s) based on or on which such Trade Name is used, Licensor shall promptly reimburse Licensee for any costs incurred, whether directly or indirectly, in respect of manufacture, assembly, development, sale or distribution of such Licensed Product(s).

B. Rights and Obligations related to Fundraising and Donations

2.8 Licensor hereby grants to Licensee a non-exclusive, non-transferrable royalty-free right and Licensee agrees to use the Trade Names for and related to Fundraising as defined in Section 1.9.

2.9 The right and license granted herein related to Fundraising may not be sublicensed or assigned without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

C. All rights and interests not expressly granted herein are reserved by Licensor. All rights and licenses granted herein shall be for all media and worldwide use.

III. INTELLECTUAL PROPERTY NOTICES

3.1 Copyright Notice. Licensee shall place a lawful copyright notice in the name of Licensor, or a third party designated by Licensor (e.g., the artist copyright owner), on a Licensed Product if: (i) the Licensed Work that is reproduced in or on the Licensed Product is subject to copyright protection; (ii) Licensor has represented to Licensee in writing that Licensor, or Licensor's designee, owns the copyright in such Licensed Work; and (iii) the Licensed Work has not been modified by Licensee.

3.2 Trademark Notice. Upon Licensor's request, Licensee shall use a "TM" after any unregistered trademark of Licensor, or an "R" in a circle after any federally registered trademark of Licensor that appears on a Licensed Product.

3.3 Licensee's Copyrights and Trademarks. The parties agree that Licensee may create, have created, and own copyrighted material with respect to the Licensed Products separate and apart from Licensor's copyright rights, including, but not limited to, derivative works of the Licensed Works. Licensee may use its own trade name or trademarks on the Licensed Products, and its own copyright and/or trademark notices, as appropriate in Licensee's reasonable discretion. Upon termination or expiration of this Agreement, Licensee shall transfer to Licensor all copyrights so obtained.

IV. REPRESENTATIONS AND WARRANTIES

4.1 Rights in Licensed Works. Licensor represents and warrants that it has, to the best of its knowledge, the rights to grant the licensing rights to Licensee hereunder with respect to the Licensed Works. Licensee shall obtain, as necessary, with respect to each Work, an assignment, license and/or any other form or waiver or agreement that may be required consistent with the first sentence of this Section 4.1 from any person or entity

the Licensor reasonably believes may have a bona fide copyright claim or other intellectual property claim in any work.

4.2 Rights in Trade Names. Licensor represents and warrants that it is the owner of all Trade Names identified on **Exhibit A** and that it has, to the best of its knowledge, the rights to grant the licensing rights to Licensee hereunder with respect to the Trade Names.

V. PROTECTION OF LICENSED WORKS

5.1 Infringements.

(A) Licensee may, but is not required to, take any and all actions, legal or otherwise, which are necessary to: (i) terminate infringements of any part of the Licensed Products; or (ii) terminate any attempted passing-off by imitation of any Licensed Product. Licensor shall have the right to be kept informed of the status and progress of all actions instituted by Licensee pursuant to Section 5.1 (A) hereof. Licensee shall bear all the expenses of all actions which it initiates pursuant to Section 5.1 (A) hereof (including without limitation attorneys' fees). Licensee shall notify Licensor promptly of any infringement or passing-off of the Licensed Products of which Licensee becomes aware.

(B) If Licensee does not institute an action within ninety (90) days after informing Licensor of an infringement or of a passing-off by imitation of any Licensed Product, then Licensor may institute an action with respect thereto. Licensee shall have the right to be kept informed of the status and progress of all such actions instituted by Licensor pursuant to this Section 5.1 (B). Licensor shall bear all the expenses of all actions which it initiates pursuant to Action 5.1 (B) hereof (including without limitation attorneys' fees).

(C) Each of Licensor and Licensee will assist the other in any manner deemed reasonably necessary by the other in order to allow the other to pursue any of the actions described in Section 5.1 (A) and (B) above.

5.2 Apportionment of Recoveries. Any recoveries or settlement fees received from suits or settlements involving an action initiated pursuant to Section 5.1 hereof or agreed to shall be paid to the party which initiated such suit or action in accordance with Section 5.1 hereof, for such party's own use and benefit.

VI. DEFENSIVE LITIGATION

6.1 Indemnity by Licensor.

(A) The activities performed by Licensee under this Agreement are deemed to constitute activities performed on behalf of Licensor for purposes of that action of the City Council of Los Angeles (C.F. 92-1888) and that Letter of Indemnification issued by the Office of the City of Los Angeles Administrative Officer on January 8, 1993 and the losses and liabilities described thereunder including any losses and liabilities arising out of any claim that the Licensed Works infringe an intellectual property right of a third party, including, but not limited to, any copyright or trademark right, or any right of privacy or

publicity, provided that Licensee exercises an ordinary standard of care in the performance of its duties. Loss or liabilities arising from malfeasance, gross negligence or willful misconduct by Licensee are not covered.

(B) Should any Licensed Works become or, in Licensors opinion, be likely to become the subject of a claim of infringement of an intellectual property right of a third party, Licensor may, at its option, either (1) procure for Licensee the right to continue using such Licensed Works, or (2) unilaterally rescind Licensee's rights granted pursuant to this Agreement in connection with such Licensed Works. If Licensor chooses Option 2, Licensor shall promptly reimburse Licensee for any costs incurred, whether directly or indirectly, in respect of the manufacture, assembly, development, sale or distribution of Licensed Products relating to such Licensed Work, a pre-production sample of which has been approved.

(C) Licensor shall, at its option, either self-insure or purchase commercial liability insurance. In either instance the amount of coverage shall be no less than One Million Dollars (\$1,000,000) per occurrence naming Licensee as an indemnified or additional insured party. If Licensor obtains commercial liability insurance, Licensor shall submit to Licensee a certificate of insurance evidencing the foregoing upon obtaining such insurance.

(D) Under no circumstances shall this Section 6.1 be applicable to any claims, actions, proceedings or lawsuits as far as losses and liabilities caused by Licensee's agents, consultants, and or sublicensees.

VII. TERM AND TERMINATION

7.1 Term of Agreement. The term of this Agreement shall be for three years. The term shall begin July 1, 2014. Should a valid MOU not be executed by both parties to this Agreement upon expiration of the presently effective MOU, a written notice of 30 days shall be sufficient to terminate this agreement.

7.2 Early Termination.

(A) Licensor shall have the right to terminate this Agreement if any of the following events (hereinafter called "defaults") occurs, unless they are cured pursuant to subparagraph (C) of this Section 7.2:

- (i) Licensee defaults in the performance of its obligations provided for in this Agreement or
- (ii) Licensee manufactures, procures, sells or distributes, whichever first occurs, any of the Licensed Products without the prior approval of Licensor as provided in Section X hereof.

(B) Licensee shall have the right to terminate this Agreement if any of the following defaults occurs, unless they are cured pursuant to subparagraph (C) of this Section 7.2:

- (i) Licensor defaults in the performance of its obligations provided for in this Agreement; or
- (ii) Licensor uses Licensee's trade name without the prior approval of Licensee as provided in Section 2.5 hereof.

(C) If the defaulting party does not cure any of the foregoing defaults to the non-defaulting party's reasonable satisfaction within ninety (90) days of receiving notice of such default from the non-defaulting party, the non-defaulting party may terminate this Agreement by providing written notice thereof to the defaulting party specifying the particulars of the defaulting party's failure to cure the default.

(D) Upon termination or expiration of this Agreement, Licensee shall cease assembling, creating, and manufacturing Licensed Products. Licensee shall deliver to Licensor, as soon as practicable and within thirty (30) days following expiration or termination of this Agreement, a report indicating the number, location and description of Licensed Products on hand. Licensee may sell off its inventory of all Licensed Products that are not the subject to a claim of intellectual property infringement by any third party for ninety (90) days after termination of this Agreement. After this inventory sell off period, Licensee shall cease using Licensed Works entirely.

VIII. SALES OF LICENSED PRODUCTS

8.1 Within 30 days following the end of each calendar quarter, Licensee shall provide to Licensor a sales report for the Licensed Products for the previous quarter.

8.2 Licensor shall have the right to purchase Licensed Products from Licensee at a price equal to the lowest wholesale price at which Licensee purchased such Licensed Products.

IX. APPROVALS AND QUALITY CONTROL

9.1 Licensor's Quality Control and Approvals of Licensed Products. Licensee agrees to furnish Licensor free of cost for its written approval as to quality and style, a pre-production sample of each of the Licensed Products, together with its packaging, hang tags, and wrapping materials, before its manufacture, sale or distribution, whichever is first to occur. If Licensor determines that any such Licensed Product, in its reasonable discretion, does not satisfy Licensor's quality control standards, Licensor shall notify Licensee of the quality issues within thirty (30) Business Days of receiving the relevant sample. Licensee shall make changes to the Licensed Product as required by the Licensor.

9.2 Third Party Quality Control Approvals. The parties acknowledge that the copyright in certain Works belongs to third parties and, that in some cases, such third parties will have the right to approve Licensed Products. Licensee represents that it will use its best efforts to secure the consent of such third-party copyright owners as necessary for the Licensed Products; provided, however, that if Licensee ultimately is unable to secure such consent and has notified Licensor thereof, Licensee agrees that it shall not

manufacture and/or sell the particular Licensed Products in question, unless it shall have obtained such consent through other means.

9.3 Licensors Approval of Promotional and Advertising Materials. Samples of all advertising or promotional materials pertaining to the Licensed Products shall be submitted to the Licensor for its prior approval. If Licensor determines that any such sample, in its reasonable discretion, does not satisfy Licensor's quality control standards, Licensor shall notify Licensee of the quality issues within thirty (30) Business Days of receiving the relevant sample.

9.4 The attached Standard Provisions for City Personal Service Contracts (Rev. 3/09) (**Exhibit B**) are hereby incorporated by reference into this Agreement, provided, however, that: PSC-20 (Indemnification) and PSC-24 (Insurance) are not applicable to, or incorporated by reference into, this Agreement by reason of the indemnity provided to the Foundation by the City of Los Angeles in accordance with the provisions of that certain letter to the Foundation from Keith Comrie, City Administrative Officer, as executed by Richard J. Welch, ARM, City Risk Manager, dated January 8, 1993, and action of the City Council (C.F. 92-1888) on October 2, 1992; and a portion of PSC-31 (Service Contractor Worker Retention Ordinance ("**SCWRO**")) is not applicable to, or incorporated by reference into, this Agreement since this Agreement is not a "contract"...for the furnishing of services to or for the City or financial assistance recipient" within the meaning of Section 10.36.1(g) of the Los Angeles Administrative Code but is a license of intellectual property by the City to the Foundation.

X. MISCELLANEOUS

10.1 Assignments. This Agreement shall be binding upon, and inure to the benefit of, Licensor and Licensee and their respective heirs, successors and assigns.

10.2 Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of California, U.S.A.

10.3 Waiver. A Waiver of any breach or any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

10.4 No Other Relationship. Nothing herein contained shall be deemed to create a joint venture, agency or partnership relationship between the parties hereto. Neither party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

10.5 Notices. Each notice required or permitted to be sent under this Agreement shall be given by telecopy transmission or by registered or recorded delivery letter to Licensor at:

City Librarian
Los Angeles Public Library
630 West Fifth Street

Los Angeles, CA 90071

Telephone: (213) 228-7515

Facsimile: (213) 228-7519

And to Licensee at:

Library Foundation of Los Angeles

630 West Fifth Street

Los Angeles, CA 90071

Attn: President

Telephone: (213) 228-7500

Facsimile: (213) 228-7509

Either party may change its address and/or telephone number, for purposes of this Agreement by giving the other party written notice of its new address and/or telephone number. Any such notice if given or made by registered or recorded delivery letter shall be deemed to have been received on the earlier of the date actually received and the date ten (10) Business Days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted as aforesaid). Notice made by facsimile shall be deemed received on the date transmitted if transmitted during normal business hours on a Business Day, otherwise on the next Business Day.

10.6 Entire Understanding. This Agreement embodies the entire understanding between the parties relating to the subject matter hereof, whether written or oral, and there are no prior representations, warranties or agreements between the parties not contained in the Agreement.

10.7 Invalidity. If any revision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

10.8 Amendments. Any amendment or modification of any provision of this Agreement must be in writing, dated and signed by both parties hereto.

10.9 Survival of Contents. Notwithstanding anything else in this Agreement to the contrary, the parties agree that Articles I, IV, and V and Sections 6.1 (A), 7.2 (D), 10.1, 10.2, 10.5, 10.6, 10.9, 10.11, and 10.12 shall survive the expiration of this Agreement to the extent required thereby for the full observation and performance by any or all of the parties hereto.

10.10 Table of Contents and Headings. Any table of contents accompanying this Agreement and any headings contained herein are for directory purposes only, do not constitute a part of this Agreement, and shall not be employed in interpreting this Agreement.

10.11 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original.

10.12 Right, Power and Authority. Each of Licensor and Licensee hereby represents, warrants and covenants to the other as follows: It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement,

BOARD OF LIBRARY COMMISSIONERS

**LIBRARY FOUNDATION OF
LOS ANGELES**

By _____
JOSEFA SALINAS
President

By: _____
KENNETH S. BRECHER
President

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

EXHIBIT A

TRADE NAMES

"Los Angeles Public Library"

"LAPL"

"Central Library"

"All logos, insignias, marks, and names" that maybe reasonably identifiable with Los Angeles Public Library ever used (whether past, present or intended to be used in the near future) by the Los Angeles Public Library

"All rooms officially designated" in the Los Angeles Public Library

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
MAY 8, 2014**

<u>SUBJECT</u>	<u>SCHEDULED FOR BOARD MEETING</u>
1. STRATEGIC PLAN PRESENTATION	Pending
2. MARKETING PLAN DISCUSSION	Pending

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles

- Gregory Bettinelli
- Mai Lassiter

Board Policies

- VACANT
- VACANT