

A G E N D A

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, AUGUST 27, 2015

**CENTRAL LIBRARY
BOARD ROOM, 4th FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071**

TIME: 11:00 A.M.

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: <http://www.lapl.org/about-lapl/board-library-commissioners>. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk and provided at the Board Meeting.

1. ROLL CALL

2. APPROVAL OF MINUTES:

- Regular Meeting - May 14, 2015
- Regular Meeting - June 11, 2015
- Regular Meeting - June 25, 2015

**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 a donation of \$7,135.23 from the Friends of the Baldwin Hills Library for programming, materials and equipment for the Baldwin Hills Branch Library (EXHIBIT "A")
- b. Recommendation to accept California Library Literacy Services Baseline Grant of \$18,000 for the Los Angeles Public Library's Adult Literacy Services for Fiscal Year 2015/16 (EXHIBIT "B")

- c. Recommendation to approve award of contract to Baker & Taylor, (EXHIBIT "C")
LLC for acquisition of library materials and services
- d. Recommendation to approve award of contract to Ingram Library (EXHIBIT "D")
Services, Inc. acquisition of library materials and services
- e. Recommendation to approve award of contract to Midwest Tape, (EXHIBIT "E")
LLC for acquisition of library materials and services

BOARD DISCUSSION

- f. Recommendation to approve November 15 – November 21, 2015 (EXHIBIT "F")
as Amnesty Week for all Los Angeles Public Library patrons
with overdue fines who return those items during that week
- g. Recommendation to approve the dedication of the Ascot Branch (EXHIBIT "G")
Library in recognition of Wanda Coleman

6. VARIOUS COMMUNICATIONS:

Letter received August 5, 2015 from the Friends of the San Pedro Branch Library requesting the dedication of the San Pedro Branch Community Room in honor of Phil Scott.

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

8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

The next meeting of the Board is scheduled for Thursday, **September 10, 2015** at the **Westwood Branch Library**, 1246 Glendon Avenue, Westwood, CA 90071, 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.

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.

POSTED 8/24/15


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

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "A"

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE BALDWIN HILLS
LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$7,135.23 received from the Friends of the Baldwin Hills Library, for the benefit of the Baldwin Hills Branch Library be accepted; and

FURTHER RESOLVED, That this gift of \$7,135.23 be deposited to Trust Fund F831 Account Code 321 for the Baldwin Hills Branch Library.

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

FINDINGS:

1. This gift of \$7,135.23 will be used for library programming, materials and equipment for the Baldwin Hills Branch Library.
2. A letter of thanks should be sent to:

Ms. Marjorie Bell, President
Friends of Baldwin Hills Library
2906 S. La Brea Avenue
Los Angeles, CA 90016

Prepared by: Adam Mendelsohn, Western Area Manager


Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "B"

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES
BASELINE GRANT FOR THE LOS ANGELES PUBLIC LIBRARY'S
ADULT LITERACY SERVICES FOR FISCAL YEAR 2015/16.**

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 \$18,000 for the Los Angeles Public Library's Adult Literacy Services for Fiscal Year 2015/16; and

FURTHER RESOLVED, That the funds be deposited in Trust Fund 419, Account 322.

FINDINGS:

1. On July 15, 2015, the California State Library announced that the Los Angeles Public Library (LAPL) Adult Literacy Service program grant application was accepted and was eligible for a baseline \$18,000 grant. LAPL and the Library Foundation of Los Angeles provide matching funds to make us eligible for this grant.
2. The remainder of our 2015/16 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 2014/15 added to a per capita amount based on the 1,305 adult learners enrolled in the Adult Literacy Services program by the Los Angeles Public Library in 2014/15. LAPL should be informed of when 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), nonfiction audio visual materials and learning technology tools.


Prepared by: Kelly Tyler, Manager, Adult Literacy & Volunteer Services

Reviewed by: Kris Morita, Assistant General Manager

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo City Librarian 

SUBJECT: **AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES
CONTRACT TO BAKER & TAYLOR**

RECOMMENDATIONS:

1. That the Board of Library Commissioners award a contract to Baker & Taylor to provide materials and services to the Los Angeles Public Library.
2. That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution.
3. That the President of the Board of Library Commissioners is authorized to execute the contract.

FINDINGS:

1. On April 23, 2015 the Library Commission approved the issuance of Request for Proposals (RFP) for a wide range of vendor services for cost effective and timely provision of books and non-book materials for adults, young adults and children. A mandatory pre-proposal conference was held on May 8, 2015 to provide information, answer questions from potential proposers and discuss the RFP. Representatives from three (3) firms attended the conference. The deadline to submit proposals was June 24, 2015.
2. Three (3) proposals were received on June 24, 2015. The proposals were preliminarily reviewed to ensure compliance with the requirements specified in the RFP. One (1) of the proposers did not submit the Living Wage Ordinance Form required in the RFP. The City Attorney's Office opined that these are commodities purchasing agreements and the Living Wage Ordinance does not apply. There is no disadvantage to the other two (2) bidders in waiving the failure to submit the form since it was determined that the Living Wage Ordinance is not applicable to a commodities contract.
3. The proposal responses were therefore all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and services required by the Library. The intention was to have multiple vendors

under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles' contracting requirements.

4. Baker & Taylor met the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.
5. The contract will become effective upon signature of the agreement.
6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao
Assistant Business Manager

Reviewed by: Kris Morita
Assistant General Manager

CONTRACT NO.

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BAKER & TAYLOR
ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and Baker & Taylor, (hereinafter "Vendor"). Library and Vendor may be referred to herein individually as "Party" or collectively as the "Parties".

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, on April 23, 2015 the Board of Library Commissioners approved the issuance of a Request for Proposal for Acquisition of Library Materials and Services, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on June 24, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor's services are professional, expert and technical and Vendor's materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, Library desires to have Vendor under contract as a supplier of materials and services, and;

WHEREAS, funds are available to compensate Vendor for the materials and services from the Library's Materials Account, and;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:

- a. This Agreement;
- b. The Request for Proposal for Acquisition of Library Materials and Services issued on, (hereinafter Exhibit A);
- c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);
- d. Standard Provisions for City Personnel Services Contracts (Rev. 03/09) (Exhibit C); and,
- e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.
- b. The Request for Proposal for Acquisition of Library Materials and Services (Exhibit A).
- c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services (Exhibit B).
- d. Standard Provisions for Personal Services Contracts Rev. 03/09 (Exhibit C).
- e. Evidence of Insurance (Exhibit D).

3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES

Vendor will deliver to the Library all materials and services as detailed in the proposer's response to the Request for Proposals (Exhibit B).

3.2. SCOPE OF WORK

Vendor will provide the scope of work as proposed in the response to the Request for Proposals (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the Request for Proposals. Proof of Insurance shall be as provided in Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev. 03/09).

5.0 LIBRARY'S PERFORMANCE

The Library will order materials and services as needed in accordance with this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year with two (2) one (1)-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor's response to the Request for Proposal (See Exhibit B: *Proposal Response, 3.2.c. Discounts and Terms*).

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Vendor annually will not exceed \$3,000,000.00.

8.0 BILLING AND INVOICES

Invoices shall be submitted to:
Los Angeles Public Library
Attention: Acquisitions Department

630 W. 5th Street
Los Angeles, CA 90071

Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of Vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this Agreement.

11.0 OWNERSHIP

- a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.
- b. The provisions of this article survive termination of this Agreement.

12.0 DISCLOSURE INFORMATION

- a. All documents and information provided to Vendor by the City are confidential. All materials are to be considered confidential. Vendor

agrees not to provide documents or materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

- b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Baker & Taylor shall notify, in writing, the other Party of any changes in the following information within sixty (60) days of such change.

A. Baker & Taylor Representative

Baker & Taylor hereby appoints the following person to represent Baker & Taylor with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:

Name: Jeffrey W. McDaniel
Title: Vice President
Address: 2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Telephone: 800-775-7930 ext. 3212
Fax: 704-998-3308
Email: jeff.mcdaniel@baker-taylor.com

B. Library's Representative

The Library hereby appoints the following person, or his designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's Representative with copies to the Library's Project Manager:

Name: Margaret Murphy
Title: Collection Services Manager
Address: 630 W. 5th Street
Los Angeles, CA 90071

Formal notices to Baker & Taylor shall be sent to:

Name: Jeffrey W. McDaniel
Title: Vice President
Address: 2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

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

CONTRACT NO. _____

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
JOSEFA SALINAS
President
Board of Library Commissioners

By: _____
JEFFREY W. MCDANIEL
Vice President
Baker & Taylor

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant


Date _____

Date _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo City Librarian 

SUBJECT: **AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES
CONTRACT TO INGRAM LIBRARY SERVICES INC.**

RECOMMENDATIONS:

1. That the Board of Library Commissioners award a contract to Ingram Library Services Inc. to provide materials and services to the Los Angeles Public Library (LAPL).
2. That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution.
3. That the President of the Board of Library Commissioners is authorized to execute the contract.

FINDINGS:

1. On April 23, 2015 the Library Commission approved the issuance of Request for Proposals (RFP) for a wide range of vendor services for cost effective and timely provision of books and non-book materials for adults, young adults and children. A mandatory pre-proposal conference was held on May 8, 2015 to provide information, answer questions from potential proposers and discuss the RFP. Representatives from three (3) firms attended the conference. The deadline to submit proposals was June 24, 2015.
2. Three (3) proposals were received on June 24, 2015. The proposals were preliminarily reviewed to ensure compliance with the requirements specified in the RFP. One of the proposers did not submit the Living Wage Form required in the RFP. The City Attorney's Office opined that these are commodities purchasing agreements and the Living Wage Ordinance does not apply. There is no disadvantage to the other two (2) bidders in waiving the failure to submit the form since it was determined that the Living Wage Ordinance is not applicable to a commodities contract.
3. The proposal responses were therefore all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and

services required by the Library. The intention was to have multiple vendors under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles' contracting requirements.

4. Ingram Library Services Inc. met the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.
5. The contract will become effective upon signature of the agreement.
6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao
Assistant Business Manager

Reviewed by: Kris Morita
Assistant General Manager

CONTRACT NO.

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
INGRAM LIBRARY SERVICES INC.
ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and Ingram Library Services Inc., (hereinafter "Vendor"). Library and Vendor may be referred to herein individually as "Party" or collectively as "Parties".

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, on April 23, 2015 the Board of Library Commissioners approved the issuance of a Request for Proposal for Acquisition of Library Materials and Services, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on June 24, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor's services are professional, expert and technical and Vendor's materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, City desires to have Vendor, under contract as a supplier of materials and services, and;

WHEREAS, funds are available to compensate Vendor for the materials and services from Library's Materials Account, and;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:

- a. This Agreement;
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- c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);
- d. Standard Provisions for City Personnel Services Contracts (Rev. 03/09) (Exhibit C); and,
- e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.
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3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES

Vendor will deliver to the Library all materials and services as detailed in the proposer's response to the Request for Proposals (Exhibit B).

3.2. SCOPE OF WORK

Vendor will provide the scope of work as proposed in the response to the Request for Proposals (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the Request for Proposals. Proof of Insurance shall be as provided in Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev. 03/09).

5.0 LIBRARY'S PERFORMANCE

The Library will order materials and services as needed in accordance with this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year with two (2) one (1)-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor's response to the Request for Proposal (See Exhibit B: *Proposal Response, 3.2.c. Discounts and Terms*).

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Vendor annually will not exceed \$3,000,000.00.

8.0 BILLING AND INVOICES

Invoices shall be submitted to:

Los Angeles Public Library
Attention: Acquisitions Department
630 W. 5th Street

Los Angeles, CA 90071

Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of Vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this Agreement.

11.0 OWNERSHIP

- a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.
- b. The provisions of this article survive termination of this Agreement.

12.0 DISCLOSURE INFORMATION

- a. All documents and information provided to Vendor by the City are confidential. All materials are to be considered confidential. Vendor agrees not to provide documents or materials, nor disclose their content or

any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

- b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Ingram Library Services Inc. shall notify, in writing, the other Party of any changes in the following information within sixty (60) days of such change.

A. Ingram Library Services Inc. Representative

Ingram Library Services Inc. hereby appoints the following person to represent Ingram Library Services, Inc. with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:

Name: Pamela R. Smith
Title: Vice President
Address: One Ingram Blvd.
La Vergne, TN 37086
Telephone: 800-937-5300
Fax: 615-213-6004

B. Library's Representative

The Library hereby appoints the following person, or his designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's Representative with copies to the Library's Project Manager:

Name: Margaret Murphy
Title: Collection Services Manager
Address: 630 W. 5th Street
Los Angeles, CA 90071

Formal notices to Ingram Library Services shall be sent to:

Name: Christi Cunningham
Title: Manager of Bids and Sales Analysis
Address: One Ingram Blvd.
La Vergne, TN 37086

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

CONTRACT NO. _____

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
JOSEFA SALINAS
President
Board of Library Commissioners

By: _____
PAMELA R. SMITH
Vice President-Sales
Ingram Library Services

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant


Date _____

Date _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo City Librarian 

SUBJECT: **AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES
CONTRACT TO MIDWEST TAPES LLC**

RECOMMENDATIONS:

1. That the Board of Library Commissioners award a contract to Midwest Tapes LLC to provide materials and services to the Los Angeles Public Library (LAPL).
2. That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution.
3. That the President of the Board of Library Commissioners is authorized to execute the contract.

FINDINGS:

1. On April 23, 2015 the Library Commission approved the issuance of Request for Proposals (RFP) for a wide range of vendor services for cost effective and timely provision of books and non-book materials for adults, young adults and children. A mandatory pre-proposal conference was held on May 8, 2015 to provide information, answer questions from potential proposers and discuss the RFP. Representatives from three (3) firms attended the conference. The deadline to submit proposals was June 24, 2015.
2. Three (3) proposals were received on June 24, 2015. The proposals were preliminarily reviewed to ensure compliance with the requirements specified in the RFP. One (1) of the proposers did not submit the Living Wage Form required in the RFP. The City Attorney's Office opined that these are commodities purchasing agreements and the Living Wage Ordinance does not apply. There is no disadvantage to the other two (2) bidders in waiving the failure to submit the form since it was determined that the Living Wage Ordinance is not applicable to a commodities contract.
3. The proposal responses were therefore all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and services required by the Library. The intention was to have multiple vendors

under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles' contracting requirements.

4. Midwest Tapes LLC met the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.
5. The contract will become effective upon signature of the agreement.
6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao
Assistant Business Manager

Reviewed by: Kris Morita
Assistant General Manager

CONTRACT NO.

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
MIDWEST TAPES LLC
ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and Midwest Tapes LLC, (hereinafter "Vendor"). Library and Vendor may be referred to herein individually as "Party" or collectively as the "Parties".

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, on April 23, 2015 the Board of Library Commissioners approved the issuance of a Request for Proposal for Acquisition of Library Materials and Services, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on June 24, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor's services are professional, expert and technical and Vendor's materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, Library desires to have Vendor under contract as a supplier of materials and services, and;

WHEREAS, funds are available to compensate Vendor for the materials and services from the Library's Materials Account, and;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:

- a. This Agreement;
- b. The Request for Proposal for Acquisition of Library Materials and Services issued on, (hereinafter Exhibit A);
- c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);
- d. Standard Provisions for City Personnel Services Contracts (Rev. 03/09) (Exhibit C); and,
- e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.
- b. The Request for Proposal for Acquisition of Library Materials and Services (Exhibit A).
- c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services (Exhibit B).
- d. Standard Provisions for Personal Services Contracts Rev. 03/09 (Exhibit C).
- e. Evidence of Insurance (Exhibit D).

3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES

Vendor will deliver to the Library all materials and services as detailed in the proposer's response to the Request for Proposals (Exhibit B).

3.2. SCOPE OF WORK

Vendor will provide the scope of work as proposed in the response to the Request for Proposals (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the Request for Proposals. Proof of Insurance shall be as provided in Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev. 03/09).

5.0 LIBRARY'S PERFORMANCE

The Library will order materials and services as needed in accordance with this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year with two (2) one (1)-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor's response to the Request for Proposal (See Exhibit B: *Proposal Response, 3.2.c. Discounts and Terms*).

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Vendor annually will not exceed \$3,000,000.00.

8.0 BILLING AND INVOICES

Invoices shall be submitted to:

Los Angeles Public Library
Attention: Acquisitions Department
630 W. 5th Street

Los Angeles, CA 90071

Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of Vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this Agreement.

11.0 OWNERSHIP

- a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.
- b. The provisions of this article survive termination of this Agreement.

12.0 DISCLOSURE INFORMATION

- a. All documents and information provided to Vendor by the City are confidential. All materials are to be considered confidential. Vendor agrees not to provide documents or materials, nor disclose their content or

any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

- b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Midwest Tapes LLC shall notify, in writing, the other Party of any changes in the following information within sixty (60) days of such change.

A. Midwest Tapes LLC Representative

Midwest Tapes LLC hereby appoints the following person to represent Midwest Tape LLC with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:

Name: Jeff Jankowski
Title: Vice President
Address: 6950 Hall Street
Holland, Ohio 43528
Telephone: 800-875-2785
Email: jjankowski@midwesttapes.com

B. Library's Representative

The Library hereby appoints the following person, or his designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's

Representative with copies to the Library's Project Manager:

Name: Margaret Murphy
Title: Collection Services Manager
Address: 630 W. 5th Street
Los Angeles, CA 90071

Formal notices to Midwest Tapes LLC shall be sent to:

Name: Jeff Jankowski
Title: Vice President
Address: 6950 Hall Street
Holland, Ohio 43528

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

CONTRACT NO. _____

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
JOSEFA SALINAS
President
Board of Library Commissioners

By: _____
JEFF JANKOWSKI
Vice President
Midwest Tapes LLC

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant


Date _____

Date _____

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **AMNESTY WEEK FOR PATRONS WITH OVERDUE LIBRARY MATERIALS**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners approve November 15 – November 21, 2015 as a week of amnesty for all Los Angeles Public Library patrons with overdue fines who return those items during that week.

FINDINGS:

1. This year, for the first time in its history, the Los Angeles Public Library received the nation's highest library honor, the IMLS Medal. The library is encouraging everyone to take advantage of its award-winning programs and services—including people who currently are unable to use their library card because they have overdue materials. In the spirit of this once-in-a-lifetime award, the library is offering a once-in-a-lifetime amnesty program to help these children, teens and adults return to using their library. The amnesty program will be held during the Thanksgiving season and will run for one week from Sunday November 15 through Saturday November 21, 2015.
2. We expect an amnesty program will recover many outstanding items, recoup the library's investment in these materials and, most importantly, make them available for other patrons to use. Additionally, this one-time program will allow people to return materials which will clear their library record and allow them to begin using their library card again.
3. For a fine to be forgiven, a patron must return the overdue item and the return must be made in person, not returned in the book drop. The amnesty applies to overdue fines only [tbc. Add other conditions & caveats].

4. Many library systems across the country have offered amnesty programs to encourage patrons to return overdue materials. Library Systems such as New York Public Library, Chicago Public Library, Los Angeles County Public Library, Santa Monica Public Library, Orange County Public Library and others have realized several benefits from successful amnesty programs which:
- Allow patrons to clear their records and resume using their library cards; when patrons have overdue fines on their record, their library card is blocked and cannot be used.
 - Return materials to the library collection, allowing other patrons to use these materials.
 - Generate public goodwill for the library.

The Los Angeles Public Library expects to realize the same benefits from its one-time amnesty program.

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 27, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: DEDICATION OF THE ASCOT BRANCH LIBRARY IN RECOGNITION
OF WANDA COLEMAN

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners dedicate the Ascot Branch Library in recognition of the poet and lifetime Los Angeles resident Wanda Coleman.

FINDINGS:

BACKGROUND

1. The Board of Library Commissioners received letters from Mr. Austin Straus, husband of the late Wanda Coleman and Dr. Jennifer D. Ryan, a noted expert on Ms. Coleman's work, who is an associate professor of English at Buffalo State, the State University of New York, requesting the Ascot Branch Library be dedicated in recognition of Wanda Coleman.
2. Ms. Coleman, who died November 22, 2013 was a world famous poet and often called the "unofficial Poet Laureate of Los Angeles and "the LA Blueswoman". Ms. Coleman was a native Angeleno growing up very near the site of the current Ascot Branch Library. *Los Angeles Times* book critic David L. Ulin wrote of Coleman as "the conscience of the L. A. literacy scene – a poet, essayist and fiction writer who helped transform the city's literature when she emerged in the early 1970's".
3. The Ascot Branch Library, located in the 9th Council District, has served this community since 1921. The branch moved to its new location in 2004 into a new 10,500 square foot building location made possible by funds from proposition DD.
4. The criteria and procedure for recognition in branch facilities is stated in Board Policy 1:312.

To acknowledge citizen involvement and contributions to branch libraries, the Board of Library Commissioners may recognize individuals or organizations that have made substantial efforts or donations to enhance and improve library services in the Los Angeles Public Library:

A. The Board of Library Commissioners may dedicate a branch library in memory of an individual and approve the design and placement of a plaque within the library with the individual's name. Recommendations for the dedication of a branch library may be accepted and processed in accordance with the following requirements:

- 1. A written recommendation must be submitted to the Board of Library Commissioners to include a justification for the proposed dedication.*
- 2. The justification shall include the person's prominent contributions to humanity, to the city, to the library, or to the community, and should demonstrate that the character and achievements of the individual set standards of excellence, served as a role model, and reflected the principles and ideals of American democracy, its diversity and plurality.*
- 3. The recommendation shall be posted in the libraries and on the library Website for three months for review and the opportunity for comments by the public.*
- 4. Library staff will evaluate the recommendation and community input in a report to the Board of Library Commissioners for its consideration of the request.*

B. The Board of Library Commissioners may name a community meeting room or area of the branch in honor or in memory of an individual, and approve the design and the placement of a plaque with the individual's name. Recommendations for naming a community meeting room or area of the library may be accepted and processed in accordance with the procedures in 1:312 A above.

5. In accordance with Board policy, on March 26, 2015 the Board of Library Commissioners initiated the process to consider dedicating the Ascot Branch Library in memory of Ms. Coleman. Since that date, the Board has received a total of 50 email responses - all in support of the dedication of the branch in recognition of Wanda Coleman.

Prepared by: Cheryl Collins, Director of Branch Library Services

Reviewed by: Kris Morita, Assistant General Manager

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS**

August 27, 2015

SUBJECT

**SCHEDULED FOR
BOARD MEETING**

1. LIBRARY FOUNDATION PRESENTATION

Pending

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board

Gregory Bettinelli, Board Member

Mai Lassiter, Board Member

Media Marketing Ad Hoc Committee

Bich Ngoc Cao, Vice President

Mai Lassiter, Board Member

Board Policies & Procedures Committee

Chair: Vacant

Member: Vacant