AGENDA

Board Of Library Commissioners
City of Los Angeles

Thursday, January 28, 2016

CHINATOWN BRANCH LIBRARY
639 N. Hill Street
Los Angeles, CA 90012

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


3. Remarks by the Chinatown Branch Senior Librarian

4. Public Comments (Matters within the Board’s Jurisdiction)
   (In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting 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 from the Friends of the Playa Vista Branch Library a gift consisting of re-upholstery of eight chairs, Valued at $5,034.65, for the reading room of the Playa Vista Branch Library  (EXHIBIT “A”)

   b. Recommendation to approve acceptance of the American Library Association-2015 ALSC Curiosity Grant award of $7,489.78 for the Pio Pico-Koreatown Branch Library  (EXHIBIT “B”)
Consent Calendar (Cont.)

c. Recommendation to approve Exhibition Agreement with the United States Holocaust Memorial Museum to present the "State of Deception: The Power of Nazi Propaganda" Exhibition (EXHIBIT "C")

d. Recommendation to approve Memorandum of Agreement (MOA) with the Department of Recreation and Parks for the use of a portion of the Chinatown Branch Library property for recreational purposes (EXHIBIT "D")

e. Recommendation to approve Memorandum of Understanding between the Library Department and the Library Foundation of Los Angeles (EXHIBIT "E")

7. Various Communications: None

8. Commissioners' Comments, Announcements and Review of Matters Pending

9. Adjournment

NEXT BOARD MEETING NOTICE

The next meeting of the Board is scheduled for Thursday, February 11, 2016 at the Harbor City-Harbor Gateway Branch Library, 24000 S. Western Avenue, Harbor City, CA 90710, convening at 11:00 A.M.

Finalization of Board Actions - Charter Section 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. 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 1/25/15

For more information, contact: Library Commission Office (213) 228-7530
TO:        Board of Library Commissioners

FROM:     John F. Szabo, City Librarian

SUBJECT:  ACCEPTANCE OF GIFT FROM THE FRIENDS OF PLAYA VISTA BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of having 8 chairs reupholstered including pick-up and delivery valued at $5,034.65 received from the Friends of Playa Vista Branch Library, to be utilized by the Playa Vista Branch Library be accepted; and

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

FINDINGS:

1. The gift of having 8 chairs reupholstered valued at $5,034.65 will be used to provide comfortable seating in the reading room of the Playa Vista Branch Library.

2. A letter of thanks should be sent to:

   Mr. Tom Tyrrell, President
   Friends of Playa Vista Branch Library
   6400 Playa Vista Drive
   Los Angeles, CA 90094

Prepared by:  Adam Mendelsohn, Western Area Manager

Reviewed by:  Emily Fate, Assistant Director of Branches
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF AMERICAN LIBRARY ASSOCIATION – 2015 ALSC CURIOSITY GRANT FOR THE PIO PICO KOREATOWN BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That the Board of Library Commissioners approve acceptance of the American Library Association – 2015 ALSC Curiosity Grant award of $7,489.78 for the Pio Pico Koreatown Branch Library.

FURTHER RESOLVED, That the funds be deposited in Fund 831, Code 326

FINDINGS:

1. The Library received notification of the Association for Library Service to Children (ALSC), a division of the American Library Association grant award of $7,489.78 for the 2015 ALSC Curiosity Grant for the Pio Pico Koreatown Branch Library. The grant includes conducting one or more Curiosity Creates program(s) serving 6-14 year olds and incorporating one of more of the seven critical components of creativity, as outlined by the Center for Childhood Creativity: Imagination & Originality, Flexibility, Decision-Making, Communication and Self-Expression, Collaboration, Motivation and Action and Movement.

2. The goal of the project is to have science experiment programming at the Pio Pico Koreatown branch library. Using the critical component of Imagination and Originality, the library will create a Portable Science Lab where children will participate in a variety of science experiments. Through these programs children will both gain a better understanding of how the world around them works and see that science can be fun. By engaging in these various science experiments children will also have the opportunity to apply problem-solving skills. The project supports LAPL’s strategic plan goals of cultivating and inspiring young library users and championing lifelong learning.

3. Funds requested in this grant are for the period from October 2015 through May 2016.
Prepared by: Paul Montgorerie, Hollywood Area Manager
Reviewed by: Emily Fate, Assistant Director of Branches
To: Board of Library Commissioners

From: John F. Szabo, City Librarian

Subject: EXHIBITION AGREEMENT WITH THE UNITED STATES HOLOCAUST MEMORIAL MUSEUM: “STATE OF DECEPTION: THE POWER OF NAZI PROPAGANDA”

RECOMMENDATIONS:

1. That the Board of Library Commissioners (Board):

   a. Authorize the City Librarian to enter into the attached Agreement with the United States Holocaust Memorial Museum to present the exhibition: “State of Deception: The Power of Nazi Propaganda.”

   b. Authorize the City Attorney and the City Librarian to make technical changes to the Agreement prior to execution.

2. That the Board make the following findings:

   a. The Los Angeles Public Library (LAPL) will host the traveling exhibition: “State of Deception: The Power of Nazi Propaganda,” produced by the United States Holocaust Memorial Museum.

   b. This exhibition is composed of free-standing panel structures that feature graphic reproductions, photographs, and audiovisual programs that display historical overviews, films, and survivor testimony. The exhibition examines how the Nazis used propaganda to justify war and mass murder. The exhibition also promotes new understandings about the nature and consequences of propaganda.

   c. In December 2015, the Museum held several workshops in Los Angeles for approximately 100 local high school and college educators to generate interest in the exhibit and to encourage instructors to develop materials for their students based on the exhibit. Classroom resources will be made available to any teacher interested in using the materials available at the exhibition to prepare curriculum for their students.
d. The LAPL is coordinating with local school districts, community colleges and universities to arrange tours of the exhibit and will host facilitated discussions with students regarding the content and meaning of the exhibition materials. In addition, the LAPL is organizing programs with local nonprofits and institutions to visit the exhibit and to provide additional community discussion opportunities.

e. The Holocaust Museum will train library docents and other volunteers to lead tours through the exhibit.

f. The Holocaust Museum will provide press and marketing templates which may be used by the LAPL. In addition, the Museum will provide the LAPL with brochures that may be available to exhibition visitors.

g. The exhibition will be on view from March 10, 2016, to August 21, 2016, in the Getty Gallery of the Central Library.

h. The cost to host the exhibit will be $7,500 plus an amount not to exceed $22,000 for shipping. In addition, the LAPL will pay contract staff to assist in unpacking, packing, installing and uninstalling the items in the exhibit.

i. LAPL will provide security for the exhibit including security cameras and security guards as described in the Agreement.

j. The Agreement has been reviewed by the City Risk Manager and the City Attorney.

Prepared by: Jené Brown, Senior Librarian

Reviewed by: Madeleine M. Rackley, Business Manager
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 28, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian

SUBJECT: REQUEST TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE LIBRARY DEPARTMENT AND THE DEPARTMENT OF RECREATION AND PARKS FOR THE JOINT USE OF A PORTION OF THE CHINATOWN BRANCH LIBRARY PROPERTY FOR RECREATIONAL AND LIBRARY PURPOSES

A. RECOMMENDATIONS:

1. That the Board of Library Commissioners (Board):

   a. Approve the attached Memorandum of Agreement (MOA) which enables the Department of Recreation and Parks (RAP) to use the northern portion of the Chinatown Branch Library property to construct and install improvements thereon and to jointly use such property with the Library for recreational and Library purposes;

   b. Authorize the City Librarian and City Attorney to make technical changes to the MOA;

   c. Authorize the President of the Board of Library Commissioners to execute the MOA, subject to receipt of the required approvals; and,

   d. Adopt the attached Resolution regarding the use of the Chinatown Branch Library property.

B. BACKGROUND:

1. Summary

   RAP proposes to build a park on vacant land adjacent to Ord and Yale Streets behind the Chinatown Branch Library. The current plans for this park provide for improvements to be made to, among other pieces of property, a portion of the land owned and controlled by the Library Department. The land is currently vacant, unimproved property that is not being utilized for any Library purposes. This report provides background about the proposed park and improvements (collectively, "PARK"), the legality of the joint use of such Library property for recreational and library purposes, the history of funding for the PARK and the Chinatown Branch Library, and highlights of the proposed MOA.
2. Park Project Description

The Chinatown Branch Library is located at 639 North Hill Street in Council District 1 in the Chinatown area of Los Angeles. RAP proposes to develop the 0.8 acre PARK on the hillside behind the Chinatown Branch Library. PARK amenities are expected to include benches, street trees, park lighting, a shade structure, ramps, stairs, a reading area, a viewing terrace, restrooms, a drinking fountain, fitness equipment, play structures, artwork, and landscaping. The proposed park is known by several names including the Ord and Yale Street Park, the Alpine Recreation Center Expansion Project and the Vertical Park Project. The portion of the PARK to be constructed and installed on land owned and controlled by the Library Department will not be set aside, dedicated for recreational purposes, owned or controlled by RAP. (Emphasis added.)

3. Chinatown Branch Library Property

a. In November 1998, voters approved Proposition DD which authorized the City to incur up to $178.3 million in General Obligation (GO) bonds to construct new libraries and improve existing libraries. The Chinatown Branch Library was one of the libraries built with these funds. The City acquired two parcels at 637 and 657 North Hill Street in October 1999 from Jennie and Josephine Manente as Trustees of the Justin Maillard Trust. The Chinatown Branch Library opened on the two parcels at 639 North Hill Street in March 2003.

b. While researching the ownership and title information for the properties where the proposed Ord and Yale Street Park would be located, the City’s Department of General Services (GSD) discovered that the two Chinatown Branch Library parcels extended up the hill behind the Chinatown Branch Library building to the centerline of a former paper street (known as “Teed Street” before it was vacated), which meant that part of the property on which the PARK would be built actually belongs to and is controlled by the Library Department. In addition, in 2014, GSD staff found that the parcels sold to the Library for construction of the Chinatown Branch Library had an incorrect legal description creating a cloud on the Library’s title over the vacated portion of Teed Street. GSD is in the process of clearing up the cloud on the Library’s title to the vacated portion of Teed Street for the Library. RAP, as a condition of the Library agreeing to enter into the MOA, will pay any fees necessary to clear up title and cooperate fully with GSD.

c. Attachment A includes a map of the proposed Ord and Yale Street Park. The parcels owned by the Library are Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905. The shaded portion shows the northern portion of the 10,760 square feet of Library property that RAP requests to use for the construction and installation of improvements for recreational purposes (the “Subject Portion” of the Chinatown Branch Library site) in accordance with the MOA included as Attachment D. The southern boundary of the shaded area is delineated by the retaining wall that runs the width of the property behind the
Chinatown Branch Library building and parking lot. Since the entire PARK site covers 43,000 square feet, approximately 25 percent of the PARK would be situated on land owned by the Library.

4. Acquisition of Property for the Proposed Park by Recreation and Parks

a. In November 2006, California voters approved Proposition 84 which authorized a number of State grant programs, including the Statewide Park Development and Community Revitalization Program for the creation of new park and recreation facilities. The City Council authorized the Community Redevelopment Agency of Los Angeles (CRA/LA) to apply for the development of the Ord and Yale Street Park (Council File No. 09-2839-S2). In November 2010, the CRA/LA was awarded a $4.9 million grant from Proposition 84 for the Ord and Yale Street Park. As a result of the dissolution of the CRA/LA in 2012, RAP assumed the grant and the responsibility to complete the project on behalf of the City.

b. The RAP Board authorized the purchase of three vacant parcels on the hill behind the Chinatown Branch Library in May 2013 as part of the Ord and Yale Street Park (RAP Board Report No. 13-106) and a fourth parcel which required a lot line adjustment (RAP Board Report No. 13-230). Attachment B includes a recent photo of the park property along Ord Street.

5. Use of Library Assets

a. The Los Angeles City Charter Section 534 states that the Board of Library Commissioners “...shall have full control over all library sites and none of these sites shall be devoted to any other purpose in whole or in part without permission from the board.” Therefore, it is important to identify any legal reasons that prohibit or restrict the use of Library property for non-Library purposes before the Library Commission permits RAP to construct and install improvements on the Subject Portion of the Chinatown Branch Library site and authorizes RAP to jointly use the Subject Portion of the Chinatown Branch Library site with the Library for recreational and library purposes.

b. The City Attorney has confirmed that the Charter authorizes the Board of Library Commissioners to control library sites and approve purposes for such sites. The City Attorney concurred with the proposed joint recreational and Library use of the Subject Portion of the Chinatown Branch Library site, subject to the terms and conditions provided in the MOA, and provided that RAP assists GSD in clearing up title to the Library property, pay any appropriate fee, and that approval by the Board of Library Commissioners is obtained. It is important to note that operation of the Chinatown Branch Library will not be affected by the proposed MOA.
6. Funding for the Ord and Yale Street Park Project

Funding in the amount of $8.2 million to purchase land and develop the proposed PARK comes from four sources: 1) State Park Proposition 84; 2) City of Los Angeles Proposition K (paid from property assessment); 3) Los Angeles County Proposition A; and 4) Developer Contribution in-lieu of Proposition 1C Grant Fund. With this funding, RAP and the Department of Public Works, Bureau of Engineering (BOE) hired AHBE Landscape Architects to design the PARK.

7. Community Input

The CRA/LA conducted six community workshops from December 2009 through January 2010 to gather input about the design, recreation, beautification, and security elements for the PARK. Two more public meetings were held by RAP, BOE and AHBE in February and October 2015 to continue the discussion of the PARK design. According to BOE, the PARK design is approximately 90 percent complete. Current drawings of the design are included in Attachment C. A Request for Proposals to construct the PARK will be released at the beginning of 2016, and BOE will provide a project manager to oversee PARK construction. At this time, BOE anticipates that the PARK will be completed by the middle of the 2017 calendar year.

8. Memorandum of Agreement

The proposed Memorandum of Agreement (MOA) between LAPL and RAP is included as Attachment D of this report. The MOA describes the roles and responsibilities of LAPL and RAP regarding the use of the Subject Portion of the Chinatown Branch Library site for a park. These responsibilities include such items as park security, maintenance, use of the Subject Portion for LAPL programs, and participation in PARK design and construction meetings.

9. Resolution

Proposed Library Resolution No. 2016-4 (C3) is included as Attachment E of this report. The Resolution approves the MOA between LAPL and RAP.

Prepared by: Madeleine M. Rackley, Business Manager

Robert Morales, Senior Management Analyst II

Reviewed by: Kristina Morita, Assistant General Manager

Attachments
PARK OF
10,000 JOURNEYS

Project Scope:
- New park on vacant hillside behind the Chinatown Branch Library
- Lotus Plaza with outdoor classroom
- Bamboo Garden with children's play structures and restrooms
- Heavenly Viewing Terrace
- Shade Structure, Benches, Ramps, Stairs, Park Lighting, Gates and fencing, and landscaping
- Fitness equipment
- Cultural artwork

Funding Sources totaling $8.2M:
- State Park Proposition 84
- City of Los Angeles Proposition K
- Los Angeles County Proposition A
- Developer Contribution in lieu of Prop 1C Grant

Schedule:
- Current Status: Project is in Design
- Construction to start: May 2016
- Projected Opening Date: Fall 2017

City of Los Angeles
Council District No. 1 – Gil Cedillo, Council Member
MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
THE DEPARTMENT OF RECREATION AND PARKS
FOR THE JOINT USE OF A PORTION OF THE
CHINATOWN BRANCH LIBRARY PROPERTY

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into by and between the Library Department (hereinafter referred to as the "Los Angeles Public Library" or as "LAPL") and the Department of Recreation and Parks (hereinafter referred to as "RAP"), for the joint use of a portion of the Chinatown Branch Library site for RAP to improve and maintain for recreational purposes during the term of this MOA as further described herein. LAPL and RAP may be referred to individually as a "PARTY" or collectively as the "PARTIES".

RECITALS

WHEREAS, LAPL owns property located at 639 North Hill Street, Los Angeles, CA 90012, known as the Chinatown Branch Library; and

WHEREAS, RAP owns the property adjacent to the northern portion of the Chinatown Branch Library which RAP desires to improve for use as a park for recreational purposes, currently referred to as the Ord and Yale Street Park, the Alpine Recreation Center Expansion Project and the Vertical Park Project; and

WHEREAS, such northern portion of the Chinatown Branch Library (such northern portion is further described herein and is hereinafter referred to as "PREMISES") is currently vacant, unimproved property that is not being utilized for any Library purpose; and

WHEREAS, the PARTIES recognize that the proposed uses of the PREMISES described as approximately 10,760 square feet of land located at the northern portion of the Chinatown Branch Library, identified as Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905, would best serve the public at this time by providing recreational and Library purposes and desire to enter into this MOA; and

WHEREAS, RAP has the ability and resources to improve and maintain the PREMISES for recreational purposes; and

WHEREAS, in return for assisting GSD in clearing up LAPL's title over the vacated portion of Teed Street and for improving and maintaining the PREMISES, RAP desires to use such PREMISES for recreational purposes; and
WHEREAS, the improvements to the PREMISES proposed by RAP would allow the PREMISES to also be used by LAPL for Library purposes; and

WHEREAS, PARTIES recognize that the proposed uses of the PREMISES would best serve the public at this time by providing recreationally and Library purposes and desire to enter into this MOA; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all Library sites, and on January 28, 2016, the Board of Library Commissioners approved the joint use of the PREMISES by RAP for recreational and Library purposes (Board Resolution No. 2016-4 (C-3)) subject to the terms and conditions of this MOA:

NOW THEREFORE, the PARTIES hereby agree to the following terms and conditions for the use and maintenance of the PREMISES.

SECTION 1 – PURPOSE

The purpose of this MOA is to authorize use of PREMISES by RAP to improve and maintain PREMISES for recreational and Library purposes for the benefit of the public subject to the terms and conditions of this MOA.

Ownership of PREMISES (defined below) will remain with LAPL. Pursuant to City Charter Section 534, the Board of Library Commissioners reserves the right to exercise “full control over” the PREMISES which includes but is not limited to the right to sell, lease, transfer, pledge, hypothecate or revoke the aforementioned use of PREMISES if determined by LAPL in its sole discretion to be in the best interest of LAPL and the public, subject to the terms and conditions set forth in Section 3 below. Accordingly, the PREMISES will not be set aside, dedicated for recreational purposes, owned or controlled by RAP. (Emphasis added.)

SECTION 2 – DESCRIPTION OF PREMISES

The PREMISES is described as approximately 10,760 square feet of land located at the northern portion of the Chinatown Branch Library (639 North Hill Street, Los Angeles, CA 90012) and identified by the County of Los Angeles as portions of Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905.

The PREMISES is shown on Exhibit A (Premises Map) of this MOA.

SECTION 3 – TERM

The term of this MOA will commence on February 1, 2016, and will expire on January 31, 2066, unless terminated by written agreement of both PARTIES.
Either PARTY may terminate this MOA without cause by providing the other PARTY 180 days formal written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic mail.

SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Department of Recreation and Parks

1. Joint Use: RAP is authorized to use the PREMISES throughout the term of this MOA and subject to this MOA for passive and active recreational purposes. RAP will coordinate such use with LAPL and such use will be based on availability.

2. Maintenance: RAP will maintain the PREMISES at no cost to LAPL. This includes ensuring the PREMISES receives routine landscape maintenance, tree trimming and removal as-needed, trash removal and disposal, and replacement of grass, plants, flowers, and trees as-needed to maintain an attractive and inviting atmosphere.

3. Amenities and Equipment: RAP may install amenities (e.g., benches, picnic tables, drinking fountains, etc.) and equipment (e.g., playground equipment, outdoor gym equipment, etc.) for public use at no cost to LAPL. RAP will maintain and repair amenities and equipment as-needed at no cost to LAPL. Upon the termination date of this MOA or written notice of sooner termination, RAP will remove amenities and equipment from PREMISES and retain ownership of such amenities and equipment; provided, however, that RAP and LAPL may agree for such amenities and equipment to remain on the PREMISES. In the event such amenities and equipment remain on PREMISES upon termination of this MOA, LAPL would thereafter become responsible for ongoing maintenance and repair of such amenities and equipment.

RAP shall obtain the prior written approval for any fixed structure (e.g., storage shed, pavilion, stage, etc.) proposed by RAP to be constructed on PREMISES. LAPL shall not unreasonably deny such written approval.

4. Improvements: RAP shall construct and install the improvements to PREMISES for recreational and Library purposes as described herein, and RAP shall incur all costs for providing such improvements to PREMISES.

5. Design and Construction: RAP shall include LAPL staff in PREMISES design and construction meetings.

6. Utilities: RAP shall be responsible for all utility costs related to PREMISES. Such costs include, but are not limited to, the installation, repair and maintenance of utility meters, utility lines, and irrigation system.
7. **Security:** RAP shall be responsible for all security related to PREMISES, which consists of the use of Park Rangers and/or the Los Angeles Police Department.

8. **Rules of Conduct:** RAP shall enforce the most current LAPL Rules of Conduct on the PREMISES. A copy of the latest Rules of Conduct are attached hereto and incorporated herein by reference as Exhibit B.

9. **Emergencies:** With respect to the PREMISES, RAP shall be responsible for responding to emergencies and/or notifying the appropriate agencies to respond to emergencies (e.g., Los Angeles Police Department, Los Angeles Fire Department, etc.) and to perform any action necessary subsequent to such emergency.

10. **Clear Up Title:** RAP, as a condition of LAPL agreeing to enter into this MOA, will pay any fees necessary to clear up LAPL's title and cooperate fully with GSD.

**B. Los Angeles Public Library**

1. **Joint Use:** LAPL is authorized to use the PREMISES throughout the term of this MOA for Library programming and Library events at no cost to LAPL. LAPL will coordinate such use with RAP.

2. **Security:** LAPL will provide and arrange for any security needs for Library programming and Library events.

3. **Design and Construction:** LAPL will designate staff to participate in PREMISES design and construction meetings.

**SECTION 5 – REPRESENTATIVES OF THE PARTIES**

**A. Los Angeles Public Library**
John F. Szabo, City Librarian
630 West Fifth Street, 4th Floor
Los Angeles, CA 90071

Telephone: (213) 228-7515

LAPL shall provide RAP with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

**B. Department of Recreation and Parks**
Michael A. Shull, General Manager
221 North Figueroa Street, 1st Floor
Los Angeles, CA 90012

Memorandum of Agreement - Chinatown Branch Library
Page 4 of 7
Telephone: (213) 202-2633

RAP shall provide LAPL with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

C. PARTIES reserve the right to appoint an Assistant General Manager level employee to act as a representative in the absence of the above stated representatives.

SECTION 6 – RESOLUTION OF DISPUTES

Should any dispute arise involving the terms and conditions of this MOA, PARTIES agree to meet in good faith within five (5) business days to resolve such dispute. PARTIES commit to dedicate the necessary time and personnel to promptly address and resolve any and all disputes while ensuring effective and efficient service is provided to the public.

SECTION 7 – INDEMNIFICATION AND LIABILITY

RAP undertakes and agrees to defend, indemnify and hold harmless LAPL and any of its Boards, Officers, Agents, Employees, Assigns, and Successor in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred, including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person including RAP employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOA by RAP or its Officers, Employees, Agents or Subcontractors of any tier. This provision shall survive expiration or termination of this MOA.

SECTION 8 – ACCEPTANCE OF PREMISES

RAP has inspected the PREMISES and agrees that the PREMISES are suitable for the uses permitted herein. No officer or employee of CITY, RAP, or LAPL has made any representation or warranty with respect to the PREMISES except as described in this MOA.

SECTION 9 – FORCE MAJEURE

Neither PARTY hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this MOA due to causes beyond the control of that PARTY including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, landslides, acts of public enemies, acts of superior governmental authority, floods, fires, riots, rebellion, sabotage, or any other circumstance for which such PARTY is not responsible and which is not in its power to control.
SECTION 10 – INCORPORATION OF DOCUMENTS

This MOA and incorporated documents represent the entire integrated agreement between PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This MOA may not be changed or modified in any manner except by formal, written amendment fully executed by both PARTIES. The following Exhibits are attached and made part of this MOA by reference:

Exhibit A  -  Chinatown Branch Library Premises Map
Exhibit B  -  LAPL Rules of Conduct

(Signature Page to Follow)
IN WITNESS WHEREOF, the Los Angeles Public Library and the Department of Recreation and Parks have caused this Memorandum of Agreement (MOA) to be executed by their duly authorized representatives and have executed this MOA.

LOS ANGELES PUBLIC LIBRARY, a municipal corporation acting by and through its Board of Library Commissioners

_____________________________ DATE
BICH NGOC CAO, Board President

ATTEST

_____________________________ DATE
RAQUEL BORDEN, Commission Executive Assistant II

DEPARTMENT OF RECREATION AND PARKS, a municipal corporation acting by and through its Board of Recreation and Park Commissioners

_____________________________ DATE
SYLVIA PATSAOURAS, Board President

_____________________________ DATE
ARMANDO BENCOMO, Board Secretary

APPROVED AS TO FORM
MICHAEL N. FEUER, CITY ATTORNEY

_____________________________ DATE
Deputy City Attorney
Attachment E

Resolution
January 28, 2016

LIBRARY RESOLUTION NO. 2016-4 (C-3)

WHEREAS, the Library Department (hereinafter referred to as the “Los Angeles Public Library” or as “LAPL”) owns property located at 639 North Hill Street, Los Angeles, CA 90012, known as the Chinatown Branch Library; and

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as “RAP”) owns the property adjacent to the northern portion of the Chinatown Branch Library which RAP desires to improve for use as a park for recreational purposes, currently referred to as the Ord and Yale Street Park, the Alpine Recreation Center Expansion Project and the Vertical Park Project; and

WHEREAS, such northern portion of the Chinatown Branch Library (such northern portion is further described herein and is hereinafter referred to as “PREMISES”) is currently vacant, unimproved property that is not being utilized for any Library purpose; and

WHEREAS, LAPL and RAP recognize that the proposed uses of the PREMISES described as approximately 10,760 square feet of land located at the northern portion of the Chinatown Branch Library, identified as Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905, would best serve the public at this time by providing recreational and Library purposes and desire to enter into a Memorandum of Agreement (MOA); and

WHEREAS, RAP has the ability and resources to improve and maintain the PREMISES for recreational purposes; and

WHEREAS, in return for assisting the Department of General Services in clearing up the Library’s title to the Teed Street property and for improving and maintaining the PREMISES, RAP desires to use such PREMISES for recreational purposes; and

WHEREAS, the improvements to the PREMISES proposed by RAP would allow the PREMISES to also be used by LAPL for Library purposes; and
WHEREAS, LAPL and RAP recognize that the proposed uses of the PREMISES would best serve the public at this time by providing recreational and LAPL purposes and desire to enter into an MOA; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all Library sites:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approves the use of the northern portion of the Chinatown Branch Library by RAP for joint recreational and Library purposes, subject to the terms and conditions of the MOA; and

FURTHER RESOLVED, That the Board of Library Commissioners approves the MOA between LAPL and RAP for the improvement, use and maintenance of the northern portion of the Chinatown Branch Library agreeing to the terms and conditions therein.

This is a true copy:

__________________________
Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 28, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE LIBRARY AND THE LIBRARY FOUNDATION OF LOS ANGELES

RECOMMENDATIONS:

1. That the Board of Library Commissioners approve the attached Memorandum of Understanding (MOU) between the City of Los Angeles/Los Angeles Public Library and the Library Foundation of Los Angeles.

2. That the Board make the following findings:
   b. The very minor changes from the previous MOU are indicated in red and italics on the attached document.

3. That the Board adopt a resolution indicating approval of the MOU.

Prepared by Kris Morita, Assistant General Manager

Attachment
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of this 1st day of November 2015 by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (the “Board”) and the Library Foundation of Los Angeles, a California non-profit public benefit corporation (the “Foundation”).

A. The Los Angeles Public Library is a department of the City of Los Angeles, the Chief Administrative Officer of which is the City Librarian (the “Librarian”).

B. The Foundation was incorporated as a California non-profit public benefit corporation on June 1, 1992.

C. The Foundation is governed by its Articles and Bylaws and the activities and affairs of the Foundation are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors the members of which are designated, selected and elected in accordance with the Foundation’s Bylaws.

D. The specific purposes of the Foundation are (i) the solicitation of private contributions to support various activities of the Los Angeles Public Library’s collection enhancement and selected capital improvements and to expand services which provide greater access to learning for the City’s population, and (ii) to provide funding for projects which complement, but do not supplant, the responsibility of the City of Los Angeles for continued maintenance of the Los Angeles Public Library system – facilities, staff, and programming as well as various provisions as may be specified under state and/or federal statutes or regulations.

E. The establishment of the Foundation for the foregoing purposes was approved by the Board in Library Resolution No. 1992-24, February 27, 1992.

F. The purpose of this Memorandum of Understanding is to establish a written memorandum of understanding between the Foundation and the Board to define the respective roles, responsibilities and financial relationship between the Library Department of the City of Los Angeles (the “Library”) and the Foundation.

The Board and Foundation hereby agree that the understanding between them as to the respective roles, responsibilities and financial relationship between the Library and the Foundation is as follows:
1. **Fundraising**

   a. **Authority to Raise Funds.** The Foundation is authorized to raise funds in furtherance of its specific purposes. Both parties acknowledge that neither is able to commit the resources of the other party. Successful fundraising requires cooperation and communication between the parties. The Foundation will consult with and provide written copies to the Library of all proposals for gifts and grants in excess of $25,000 prior to the requests being made by the Foundation on the Library’s behalf for both restricted and unrestricted purposes.

   b. **Donor Recognition.** The Foundation is authorized to provide recognition to donors consistent with Library Resolution No. 1992-24, February 27, 1992, as amended by Library Resolution 2000-52, June 1, 2000, copies of which Resolutions are attached hereto as Appendix A and incorporated herein by reference. If such Donor Recognition Policy changes, the most current Policy approved by the Board will be adhered to by the Foundation.

2. **Employment Practices.** The Foundation will make all hiring, retention and compensation decisions with respect to its employees. All such decisions shall be subject to all applicable laws. The Foundation will maintain its own employee handbook. The Foundation’s employees are employees of the Foundation and are not employees of the Board, The Los Angeles Public Library or the City of Los Angeles.

3. **Office Space, Equipment and Supplies.** The Library will provide office space, surplus office furniture and telephone equipment with connectivity through the Library switchboard to the Foundation without charge for use by the Foundation in conducting Foundation business. All other office equipment, photocopying, postage and supplies used by the Foundation will be obtained, maintained and owned by the Foundation at its own expense. On an annual basis, the Library will supply the Foundation with an accounting of the in-kind financial support it provides to the Foundation.

4. **Library Store.** The arrangements between the Library and the Foundation with respect to the Library Store will be set out in a written lease between the Library and the Foundation executed by the City of Los Angeles acting by and through the Library Board of Commissioners and approved in writing by the City Attorney.

5. **Other uses of Library Facilities.** The Library will make such other uses of Library facilities, including use of the Mark Taper Auditorium, available to the Foundation for carrying out is purposes at such times and under
such terms and conditions as the Foundation and the Librarian shall mutually agree and subject to all applicable laws, rules and regulations of the City of Los Angeles.

6. **Indemnification.** Pursuant to an action of the City Council (C.F. 92-1888), the City of Los Angeles agrees to defend, indemnify and hold harmless the Library Foundation of Los Angeles from loss or liability, actual or alleged, which may arise from the acts or omissions of the Foundation, its officers, directors or employees on behalf of the City of Los Angeles. It requires that the indemnitee exercise an ordinary standard of care in the performance of their duties. It excludes claims arising from malfeasance, active negligence or willful misconduct of the indemnitee. In the event of an excluded claim, the Library Foundation agrees to defend, indemnify and hold harmless the City of Los Angeles.

It is understood and agreed that the City of Los Angeles will not defend or indemnify the Foundation for liability arising from the serving of alcohol at Foundation events. When liquor is served on City property, Foundation further agrees to hire a licensed professional server who shall carry no less than $1,000,000 Liquor Liability Insurance. Prior to entering into any Agreement with a club, hotel, restaurant or other private facility, the Library will verify the existence of Liquor Liability Insurance as specified in this paragraph.

7. **Intellectual Property.** The arrangements between the Library and the Foundation with respect to intellectual property rights for use of works of art associated with the Library's Central Library store are set out in a license agreement between the Library and the Foundation attached as Appendix B. Additionally the Library grants the Foundation the right to use trade names, as defined in Appendix B, for fundraising and event promotion on behalf of the Los Angeles Public Library. The Foundation shall, at the Library's request, provide a sample of promotional materials prior to any event or promotion bearing a trade name, as defined in Appendix B, for the Library's approval, which shall not be unreasonably withheld.

8. **Funding Requests.** The City Librarian will provide the Foundation, from time to time, with information of the Library's needs for funding after the Library Department's request for funding priorities from the Foundation for the next fiscal year is approved by the Board of Library Commissioners, which the Board of Directors of the Foundation shall take into account in determining the use of the Foundation's assets.

9. **Financial Statements.** Annual, audited financial statements for the Foundation will be provided to the Librarian of the City of Los Angeles and to the Board.
10. **Disposition of Assets Upon Liquidation.** The Foundation agrees to amend its Articles of Incorporation as soon as possible at a regular meeting of the Board of Directors to provide that upon dissolution of the Foundation, the assets of the Foundation will be transferred to a donor-advised fund. Disbursements from the fund shall be directed by a group of three (3) former Foundation Directors to be appointed by the outgoing Foundation Chairman, one of the three of whom shall be a member of the Board of Library Commissioners who has served on the Foundation’s Board of Directors. Any disbursement authorized must be consistent with the original intent of the donors of the assets and in support of the Library.

11. **Term:** The term of this Memorandum of Understanding shall be for a period of 3 years, beginning on November 1, 2015 and ending on October 31, 2018.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

LIBRARY FOUNDATION OF LOS ANGELES
A California non-profit public benefit Corporation

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

CITY OF LOS ANGELES
A Municipal corporation, acting by and through the its Board of Library Commissioners

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

By: __________________________
Name: _________________________
Title: Executive Assistant Board of Library Commissioners
Date: __________________________

APPROVED AS TO FORM:

Carmen A. Trutanich Michael N. Feuer
City Attorney

By: __________________________
Name: Basia Jankowski Arletta Maria Brimsey
Title: Deputy City Attorney III
Date: __________________________