AGENDA

Board of Library Commissioners
City of Los Angeles

Thursday, August 25, 2016

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 – August 11, 2016

3. 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.)

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 gifts from the following friends groups for the “Hot Off The Press” Bestseller Program: (EXHIBIT “A”)
   $3,000 From the Friends of the Mid-Valley Regional Branch Library
   $3,000 From the Friends of Studio City Branch Library

b. Recommendation to approve Request for Proposals (RFP) for (EXHIBIT “B”) Special Events Coordinator
c. Recommendation to approve Exhibition Agreement with the Folger Shakespeare Library for the "America's Shakespeare: The Bard Goes West" Exhibit

(EXHIBIT "C")

d. ORAL PRESENTATION: LAPL's Online Training Resources

6. Various Communications: None

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 15, 2016 AT THE EDENALE BRANCH LIBRARY, 2011 WEST SUNSENT BLVD, LOS ANGELES, CA 90026, CONVENING AT 11:00 A.M

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

Parking: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at 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 8/22/16

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 THE MID-VALLEY REGIONAL BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of $3,000 received from The Friends of the Mid-Valley Regional Branch Library, for the benefit of the Mid-Valley Regional Branch Library be accepted; and

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

FINDINGS:

1. The gift of $3,000 is for the “Hot Off The Press” Bestseller Program 2016/2017.

2. A letter of thanks should be sent to:

   Christine Daush, President
   Friends of the Mid-Valley Regional Branch Library
   16244 Nordhoff Street
   North Hills, CA 91343

Prepared by: Ruth Seid, West Valley Area Manager
Reviewed by: Cheryl Collins, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 25, 2016

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $3,000 received from The Friends of the Studio City Branch Library, for donation to the Studio City Branch Library be accepted; and

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

FINDINGS:

1. The gift of $3,000 is for the "Hot Off The Press" Bestseller Program 2016/2017.
2. A letter of thanks should be sent to:

   Maria Schneider, President
   Friends of the Studio City Branch Library
   12511 Moorpark Street
   Studio City, CA 91604

Prepared by: Karen Pickard-Four, East Valley Area Manager
Reviewed by: Cheryl Collins, Director of Branches
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: REQUEST FOR PROPOSALS FOR A SPECIAL EVENTS COORDINATOR FOR THE LOS ANGELES PUBLIC LIBRARY

RECOMMENDATIONS:

1. That the Request for Proposals (RFP) for a Special Events Coordinator at the Los Angeles Public Library be approved, advertised and distributed to potential proposers.

2. That the Board of Library Commissioners determine, in accordance with Charter Section 1022, that it is more economical that these services be performed by an independent contractor than by City Employees.

3. That the Board of Library Commissioners adopt attached Resolution regarding the release of the RFP, Charter Section 1022, and proposal submittal.

FINDINGS:

1. The Los Angeles Public Library (LAPL) is issuing an RFP to select a qualified individual or company to provide professional and technical consulting services to develop organize and manage a wide range of events from contract to hands-on execution. These events range from intimate receptions to large-scale special events in Central Library and branch library facilities. The Central Library and branch libraries have meeting rooms and other facilities available for public and private use.

2. The term of this agreement is for three years.

3. Proposals will be due no later than 2:00 p.m. on Tuesday, December 6, 2016, in the office of the Board of Library Commissioners, 630 West Fifth Street, 4th Floor, Los Angeles, CA 90071.

4. Funds are available for the proposed contract in the Library’s Contractual Services Account.

5. This RFP has been reviewed by the Office of the City Attorney as to form.

Prepared by: Eloisa Sarao, Assistant. Business Manager

Reviewed by: Madeleine M. Rackley, Business Manager
August 25, 2016

LIBRARY RESOLUTION NO. 2016-XXX

RESOLVED, That the Request for Proposals (RFP) for a Special Events Coordinator be approved, advertised and distributed to potential proposers; and,

FURTHER RESOLVED, That the Board of Library Commissioners determine, in accordance with Charter Section 1022, that it is more economical that the services be performed by an independent contractor than by City Employees; and,

FURTHER RESOLVED, That the proposals be submitted no later than 2:00 p.m. on December 6, 2016, to the Office of the Board of Library Commissioners, at 630 West Fifth Street, Los Angeles, CA 90071.
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

Request for Proposals

For

A SPECIAL EVENTS COORDINATOR
REQUEST FOR PROPOSALS
Special Events Coordinator
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY (LAPL)

DATE RFP Issued: August 25, 2016
Title: RFP #44-014
Special Events Coordinator
Description: The Los Angeles Public Library (LAPL) is issuing
a Request for Proposals (RFP) to select a
qualified individual or company to provide
professional and technical consulting services to
coordinate large-scale special events in Central
Library and branch library facilities
Website Address: http://www.labavn.org
Proposer must register on this website (Los
Angeles Business Assistance Virtual Network)
before they can access the RFP and updates.
Business Inclusion Program (BIP) Outreach
must be completed 15 days prior to the RFP
Due Date. See the exact date for this RFP on
the LABAVN website.

Term: Three years

Key Dates:
Proposal Due: December 6, 2016, 2:00 p.m.
Proposal Delivery Address: Los Angeles Public Library
Board of Library Commissioners Office, 4th Floor
630 W. Fifth St., Los Angeles, CA 90071

Mandatory Pre-proposal Conference: October 13 at 10:00 a.m.
Central Library Board Room
630 W. Fifth Street,
Los Angeles, CA 90071 (RSVP to
Eloisa Sarao, esarao@lapl.org)

Contract Administrator: Eloisa Sarao
(213) 228-7463 esarao@lapl.org
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The Los Angeles Public Library

Invites sealed proposals to a Request for Proposals

For

A SPECIAL EVENTS COORDINATOR

Request for Proposals are available at:

http://www.labavn.org

Proposer must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the RFP and updates.

Responses shall be submitted in accordance with the proposal documents. All proposals shall be filed with the Board of Library Commissioners Administrative Offices on or before

December 6, 2016, 2:00 p.m.

The Los Angeles Public Library reserves the right to reject any and all responses.

In the performance of any contract awarded, the proposer shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap.

If you have any questions, please call Eloisa Sarao at (213) 228-7463.
A. SUMMARY

The Los Angeles Public Library (LAPL) is issuing a Request for Proposals (RFP) to select a qualified individual or company to provide professional and technical consulting services to develop, organize, and manage all events from contract to hands-on execution for a wide range of events. These events range from intimate receptions to large-scale special events in Central Library and branch library facilities. The Central Library and branch libraries have meeting rooms and other facilities available for public and private use. The services of a qualified consultant will be provided under a personal services contract with the Library beginning approximately January 2017 or later.

B. SERVICES TO BE PROVIDED

The Special Events Coordinator will be expected to perform the following:

1. Coordination
   a. Research and develop event concept. Oversee and design the logistics and management of all event elements.
   b. Identify staffing needs and generate all requests for in-house coordinating services (i.e. docent tours, security officers, building maintenance, custodial services, event attendants, audio visual services, sign requests, freight & parking arrangements, etc.). Develop and distribute event requests to Library personnel and other agencies involved; provide continuous follow through communication. Schedule and attend pre and post event meetings.
   c. Research and assist Client in selection of the most cost-efficient vendors and contractors to provide quality service.
   d. Conduct site inspections with Client and Client’s contractors who wishes to use the Library facilities. Communicate Library policy requirements to Client and Client’s vendors.
   e. Create event proposals, menus, customized budgets, and invoices for the Client.
   f. Organize/coordinate all aspects of the event including vendor contact, staff requests, and sign requests.
   g. Input scheduled and tentative events on the Library’s master event calendar.
   h. Prepare and modify events Client’s request as needed.
i. Develop detailed event timelines with consideration for the Library's open public hours and other scheduled events and programs.

j. Submit applications and acquire any/all city permits.

k. Coordinate with Los Angeles Fire Department (LAFD) the approval of event plans.

l. Serve as liaison between Library staff, Client, Client's vendors and contractors.

m. Communicate event set-up and strike expectations with Library staff (i.e., Event Attendants, Custodial, Security, Maintenance, Audiovisual etc.) required for event. Ensure correct signage for the event is prepared and posted in a timely manner.

n. Provide on-site coordination (days, evenings, weekends), including set up and strike time, ensuring Library policies regarding the use of the facility are met and Library facilities are protected from damage.

o. Create and maintain Client files. Track event payments and fees including check requests, invoicing and annual reporting.

p. Participate in monthly calendar meetings with Library Management, Security, Custodial, Audiovisual, Public Relations and other relevant personnel to plan upcoming events and evaluate past events.

2. Public Relations/Marketing Function

a. Respond to corporate, non-profit, weddings and all event inquiries from outside organizations via phone/email regarding use of Library space for meetings and special events.

b. Respond to Library staff inquiries about Library-sponsored events. Assist with event concept and implementation.

c. Coordinate appointments to meet with potential Clients, conduct site inspections of the facility, identify coordination issues and determine how best the Library facility can serve Client needs.

d. Build and develop excellent client relationships ensuring return business and positive word of mouth for publicity and new business.

e. Promote Library as an event site; solicit new business via
networking events and industry events.

3. **Administrative Tasks**

   a. Prepare and distribute all event related documents for each event to Library staff and Client.

   b. Assess needs, determine costs for event: Security, Custodial, Audiovisual, facility coordination services, etc.; Prepare permit outlining library personnel fees, send proposed agreement to Client.

   c. Instruct the Client, vendors, and contractors to submit required insurance for approval to the City of Los Angeles website track4la.lacity.org prior to event. Work with City Administrative Office, Risk Managers to obtain required insurance requirement for an event.

   d. Obtain executed agreement, collect all rental and staff fees from Client prior to event.

   e. Post event, follow up with Library staff regarding any additional overtime required for which Client is responsible.

   f. Recommend and establish new procedures and forms for Library use for meetings and special events held at Central Library and branch library facilities to be approved by the Library Administration.

   g. Maintain accurate event files for past and pending events. Prepare reports and statistics as required by Library.

   h. Assist in the development, issuance and maintenance of master calendar of events and database.

C. **WORK SCHEDULE**

   The Special Events Coordinator will work the hours that best meet the demands of the meetings or special events as they are scheduled by the Library to assure the success of the event. It is expected that between 20 to 50 hours per week will be required for performance of services under this Agreement, depending upon the event schedule. Flexibility with time is a must. The exact days and hours of the Coordinator’s work schedule will depend on the schedule for special events at Library facilities that require the Coordinator’s services.

   From time to time, there may be mandatory events that will require the Special Events Coordinator to be on-site.
D. **WORKSITE**

Library will provide Coordinator with workspace, landline telephone, two-way radio/walkie talkie, and computer and office supplies for the performance of the services to be provided under this Agreement.

E. **TERM OF AGREEMENT**

The term of this Agreement shall be for three years.

F. **QUALIFICATIONS OF COORDINATOR**

A contract will be awarded to an individual, individuals or a firm with the best qualifications in the following areas of expertise:

1. Minimum of five years of paid experience in scheduling and coordinating large-scale special events (over 200 attendees).

2. Ability to anticipate project needs, prioritize work, meet deadlines without supervision. Manage multiple projects and work assignments.

3. Possess scheduling, budgeting, organizational and logistic skills.

4. Knowledge of the technical and legal requirements of a special event (i.e., catering, audiovisual, sound, electrical, and permitting requirements), as they relate to the physical and technical limitations of the event site, permits and insurance required by various agencies (i.e. Fire Department).

5. Have access to a broad network of professionals capable of providing services in support of events (e.g., catering), as may be required by Coordinator or Client.

6. Manage complex communications among numerous service providers efficiently.

7. Ability to gather information, analyze data and develop relevant concise recommendations or alternatives within relatively short time frames, in writing if necessary.

8. Management and coordination skills to organize events (several taking place simultaneously), schedules, staff, equipment, security, maintenance and procurement of insurance and other documentation.

9. Broad understanding of facility and events management and ability to respond to diverse Client needs.

10. Strong negotiating skills and judgment to reach agreement with
prospective Clients regarding their event requirements while safeguarding Library facility from damage and event participants from injury.

11. Ability to establish and maintain organized files and records.

12. Working knowledge of computer, i.e., email, Word, Excel and Filemaker Pro.

13. Excellent interpersonal skills and team player attitude.

14. Knowledge of current menu planning, food presentation, and banquet services, including healthy food, vegetarian and vegan options.

G. EVALUATION AND SELECTION PROCESS

Evaluation Factors
The following criteria will be used in evaluating proposals and selecting the successful proposer. Evaluation of submitted proposals will be based on the following factors and the points available for each factor.

| Proposed Fees – best overall value to the City | 45 |
| Experience and past performance of the proposer | 35 |
| Responsiveness of proposal | 20 |
| **Total** | **100** |

H. PROPOSAL SUBMITTAL AND REQUIREMENTS

1. Mandatory Pre-proposal Conference
A mandatory pre-proposal conference will be held to receive questions from prospective proposers regarding this Request for Proposals (RFP). This conference has been scheduled for October 13, 2016 at 10:00a.m. at the LAPL's Central Library, Board Room, 630 W. Fifth St., Los Angeles, CA 90071.

1.1. Purpose of Pre-Proposal Conference
Attendance at the Pre-Proposal Conference and Sign-in on the attendance roster is required to satisfy requirements of the City's Business Inclusion Plan submittal (see Exhibit E.18). Any
questions related to the RFP will be addressed at the Pre-proposal Conference.

2. Proposal Format
Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. The proposer shall disregard any previous draft material and oral representations that may have been obtained by the proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

3. Submission Requirements
Persons or firms interested in responding to this RFP shall submit a proposal in accordance with the format provided below. Failure to meet this requirement will be cause for rejection of the proposal as non-responsive. Proposal must cover all of the RFP specifications. Proposals should not include any unnecessary promotional materials and should be as succinct as possible. The proposer should list only those references that would substantiate his or her experience as it relates to Sections B and F of this RFP. The City accepts no responsibility for the cost of preparing any proposal.

3.1. Submission Date and Location
LAPL will evaluate only written and signed proposals. LAPL will not accept a telegraphic or telephone proposal. Proposers are required to submit one (1) original RFP signed in ink and four (4) hard copies of the RFP response along with an electronic version on a flash drive. Each proposal must be enclosed in a sealed package showing the proposal title in the lower left hand corner. It is recommended that a messenger deliver the proposal to ensure timely delivery. The proposal shall be addressed as follows:

Board of Library Commissioners
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 0071

A proposal must be received at the address given above on or before 2:00 p.m. on December 6, 2016. A proposal received after 2:00 p.m. on December 6, 2016 will not be accepted and shall be returned to the proposer unopened.

The formal opening of proposals will take place at that time. The LAPL reserves the right to extend the submission date. Any changes on submission date will be posted on http://www.labavn.org.
3.2. **In Writing**
All proposals must be submitted in writing and proposers shall complete and return all applicable documents including attachments, forms, appendices, and any technical and/or illustrative literature. The City may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

3.3. **Cover Letter**
Each proposal must include a cover letter limited to one (1) page. The cover letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer.

3.4. **Authorized Signatures**
Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

3.5. **Relevant Experience**
The experience of the proposer should be described in detail, including work of a similar nature.

3.6. **References**
A list and detailed description of at least five successfully completed programs within the last two years with dates of completion is to be provided that resemble the work described in Sections B and F of this RFP. List the name, title, address and phone number of a contact person for each project listed.

3.7. **List of Backup Personnel**
Provide a list of names, addresses and phone numbers of the personnel you would use as back-up if you are not able to work an event. The contractor must provide the Business Office 14 days' notice if he or she is not able to work an event. Library must review qualifications of back-up personnel and must give prior approval to use them as back-up.

3.8. **Fee Schedule and Expenses**
Provide the hourly rate you will charge.

If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs (e.g. mileage, supplies).
3.9. **Selections Process**
Following an initial screening of the proposals received and upon investigation of the references listed, the Library staff will compile a short list of candidates. These candidates may be called in for oral interviews. From this process, a candidate with the best qualifications will be selected.

3.10. **Social Security Numbers**
The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant whenever payments exceed six hundred dollars ($600.00) annually. The proposer is required to furnish Library with his or her social security number for the sole purpose stated in this paragraph.

4. **General Conditions**

4.1. **Declaration of Non-Collusion**
Each proposal must have attached thereto the affidavit of the proposer that such proposal is genuine, and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; and that the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

Proposers shall submit a signed Declaration of Non-Collusion (Appendix E.1). No other form will be accepted.

4.2. **Acceptance and Disposition of Proposals**
The City of Los Angeles reserves the right to reject all proposals. Failure of the proposer to submit the above-required documents with their proposal may render the proposal non-responsive and result in its rejection.

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any proposer claiming such exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under the Act. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any
exemption claim. The identification of exempt information must be more specific.

In addition to the requested copies under Section 5.3.1 all proposers must supply one unbound, complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any proposer claiming such exemption must also state in the proposal the following: “The proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor.”

It is the intent of the City of Los Angeles to award a contract in a form approved by the City Attorney to the selected proposer. The RFP and the contractor’s proposal, or any part thereof, may be incorporated into and made part of the contract. The City reserves the right to further negotiate the terms and conditions of the contract. The City reserves the right to withdraw this RFP, to reject any proposal for non-compliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the City’s best interest.

4.3. Proposal Protest
The City will notify all proposers of the contract award recommendation. Any protest to a proposal award(s) must be submitted in writing to the Contract Administrator at the address shown below, by certified mail or personal delivery, within seven (7) calendar days of the mailing date of the notice of contract award recommendation. Proposers may appeal procedural issues only.

The procedure and time limits set forth in this section are mandatory and are the proposers’ sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

1. Name, address, and telephone number of the protesting party
2. Name and number of this RFP.
3. Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the protest.

4. Request for a ruling from LAPL.

5. Statement as to the form of relief requested.

Protest and attached documentation must be sent to the following address:
Kris Morita, Asst. General Manager
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 90071

LAPL may hold a hearing within five (5) working days after receiving the protest, unless waived by the proposer. The City Librarian shall make a final determination with respect to the protest and shall award the contract accordingly or reject all proposals. This decision shall be final.

4.4. RFP Revisions
Any revision, amendment and addendum made to this RFP will be posted on http://www.labavn.org.

4.5. Transfers, Joint Ventures and Use of Subcontractors
Proposer shall not, without written consent of LAPL assign, hypothecate, or mortgage any terms in a contract with the City or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without consent of LAPL shall render a contract null and void. Each and all conditions herein contained to be performed by proposer shall be binding on any consented transferee thereof.

4.6. Information Requested and Not Furnished
The information requested and, the manner of submission, are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

4.7. Alternatives
The proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal’s documents. Alternatives that do not substantially meet the City’s requirements cannot be considered. Proposals offered subject to
conditions and/or limitations may be rejected as non-responsive.

4.8. Proposal Errors
Proposer is liable for all errors or omissions incurred by proposer in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

The City reserves the right to make corrections or amendments due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the Contract Administrator.

4.9. Interpretation and Clarifications
The City will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

4.10. Cost of RFP
The City is not responsible for any costs incurred by proposer while submitting proposals.

4.11. Americans with Disabilities Act
As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Contract Administrator at least five (5) working days prior to the scheduled event.

4.12. Proposers Contact for Information
For answers to questions relating to the content of this RFP, the proposers shall submit requests in writing to:

Eloisa Sarao, Asst. Business Manager
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: esarao@lapl.org

LAPL shall be the sole judge of whether or not an answer is required. All questions submitted in writing by a proposer and
answers provided by LAPL will be posted on http://www.labavn.org as an Amendment to the RFP.

Any oral communication between a proposer and a City employee is not binding on LAPL or the City of Los Angeles.

5. Standard Provisions for City Contracts (Rev 3-09)

All contracts entered into as a result of this RFP are subject to the Standard Provisions for Personal Services Contracts (Rev 3-09, see Attachment A).

6. Supporting Documents Required By the City of Los Angeles

6.1. Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Appendix E.2, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in Appendix E.3 and Pledge of Compliance to the Ordinance, Appendix E.4. Failure to return the completed questionnaire may result in a proposer being deemed non-responsive.

6.2. Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All bidders/proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at $5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City’s BAVN.

Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s web site at www.bca.lacity.org.
6.3. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the City that involve an expenditure or receipt in excess of $25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to “Living Wage Ordinance” (Appendix E.5) and “Service Contractor Worker Retention Ordinance” (Appendix E.10) for further information regarding the requirements of the Ordinances.

Proposers who intend to subcontract any of their services must submit the Subcontractor Information Form (Appendix E.8) and the Subcontractor Declaration of Compliance to Living Wage (Appendix E.7).

The LWO Employee Information Form (Appendix E.6) will be required of any successful proposer.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO or SCWRO Lists of Statutory Exemptions shall apply for exemption from the Ordinance(s) by submitting with their proposal the proposer Application for Non-Coverage or Exemption (Form OCC/LW-10, Appendix E.9), the Non-Profit/One Person Contractor Certification of Exemption Form (Form OCC-LW13, Appendix E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Appendix E.9b), and the SCWRO Application for Non Coverage or Exemption (Form OCC/SCWRO-1, Appendix E.11).

As of July 1, 2014, Contractor Employers shall pay employees a wage of no less than $11.03 per hour with health benefits of $1.25 per hour or $12.28 per hour without health benefits. Such rates shall continue to be adjusted annually to correspond with adjustments to retirement benefits paid to members of the City Employment Retirement System (CERS).


Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction contracts for which the consideration is $1,000
or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All bidders/proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at www.labavn.org no later than the time when an individual Bid/Proposal is submitted. However, bidders/proposers with Certifications previously uploaded to BAVN within the last year do not need to resubmit the document.

Non-construction contracts for which the consideration is $100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All bidders/proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (two (2/pages) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at www.labavn.org no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto BAVN.

Bidders/Proposers with Affirmative Action Plans previously uploaded to BAVN within the last year do not need to re-submit the document.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful bidder/proposer prior to commencing work on the contract. The subcontractors’ Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful bidder/proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City’s BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City’s Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

6.5. **Slavery Disclosure Ordinance**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to
this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Proposers shall complete and upload the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org prior to award of City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Discovery Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

6.6. Child Support Obligations Compliance Form
The City of Los Angeles has adopted an ordinance, see Appendix E.12, requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

All proposers shall complete and return with their proposals the Certification of Compliance with Child Support Obligations included in Appendix 12a.

6.7. City Contracts Held Within the Past Ten Years
The Los Angeles City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding 10 years. The City of Los Angeles Contract History is attached as Appendix E.13. If the proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

6.8. Los Angeles Residence Information
The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

All proposers shall complete and return with their proposals the City of Los Angeles Residence Information Form included in Appendix E.14.

6.9. City Ethics Certification and Contributions
Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a completed Bidder Certification CEC Form 50 as proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualified as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.4.4 shall not apply to this subsection.

Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, twelve (12) months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 requires bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

All proposers shall complete and return with their proposals the City Ethics Commission’s Bidder Certification and Contributions Form 50, Appendix E.15 and Form 55, Appendix E.16 and Form 56, Appendix E.16a.

6.10. **Business Tax Registration Certificate**

In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City. The Office of Finance's Tax and Permits Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption numbers.
Accordingly, a firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment.

The proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

6.11. City's Insurance Requirements
The proposer shall not commence work under any contract with the City until all insurance required under this section of this RFP has been obtained and approved by the City.

At proposer’s own cost and expense, proposer and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Appendix E.17. Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City’s internet site, http://track4la.lacity.org/ that uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance in electronic format.

No work may be done pursuant to this contract until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

6.12. Business Inclusion Program (BIP) Requirements
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Appendix E.18, the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Appendix E.18, Business Inclusion Program of this RFP for additional information and
instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A proposer’s failure to utilize and complete their BIP Outreach as described in Appendix E.18 may result in their proposal being deemed non-responsive.

For assistance on how to use BAVN go to: [http://bca.ci.la.ca.us/index.cfm](http://bca.ci.la.ca.us/index.cfm) > contracting resources > BAVN BIP Outreach Helpful Hints.

6.13. **Contractor Evaluation Program**
At the end of the contract, the City will conduct an evaluation of the Contractor’s performance. The City may also conduct evaluations of the Contractor’s performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

6.14. **Local Business Preference Program**
This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor’s Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (See Appendix E.19).

6.15. **Iran Contracting Act of 2010**
In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”, see Appendix E.20.
6.16 First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds $25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Appendices E.21 and E.21a “First Source Hiring Ordinance” for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City’s BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.
I. **PROPOSER CHECK LIST**

The proposal package should contain the following items. Additional forms may be required, as described in the Appendices, if proposer is applying for any exemptions or waivers or utilizes subcontractors as described in the Appendices.

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<td>* CRO Questionnaire</td>
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<td>* Living Wage Ordinance (LWO) and amendments</td>
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<td>* LWO Employee Information Form</td>
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<td>* LWO Subcontractor Declaration of Compliance</td>
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<td>* LWO Subcontractor Information Form</td>
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<td>* LWO Non-Coverage Exemption Form (if applicable only)</td>
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<td>* SCWRO Application for Non-Coverage or Exemption (if applicable only)</td>
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<td>* Child Support Certification of Compliance</td>
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<td>* City of Los Angeles Contract History</td>
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**KEY:**

* Completed and attach with proposal.

# No submission required at this time unless requesting an exemption, only for Proposer's acknowledgement of understanding the ordinance and/or compliance.

^ All bidders/proposers must complete and upload the forms marked with an (^) through the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to the deadline for submission.

@ Required after award of Contract.
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 25, 2016

To: Board of Library Commissioners  
From: John F. Szabo, City Librarian  
Subject: AGREEMENT WITH THE FOLGER SHAKESPEARE LIBRARY FOR THE "AMERICA'S SHAKESPEARE: THE BARD GOES WEST" EXHIBITION

A. RECOMMENDATIONS

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

   a. Authorize the City Librarian, or designee, to enter into the attached Exhibition Agreement (Agreement) with the Folger Shakespeare Library (Folger) and the Library Foundation of Los Angeles (LFLA) to present the exhibition: "America's Shakespeare: The Bard Goes West," upon receipt of the required documents;

   b. Authorize the City Attorney and the City Librarian, or designee, to make technical changes to the Agreement; and,

   c. Adopt the attached Resolution regarding the Agreement.

B. BACKGROUND

1. FOLGER SHAKESPEARE LIBRARY

   a. William Shakespeare was an English playwright, poet and actor who is considered to be one of the greatest writers in the English language. The Folger Shakespeare Library in Washington, DC, is home to the world's largest Shakespeare collection and to major collections of other rare Renaissance books, manuscripts and works of art.

   b. To recognize the 400th anniversary of Shakespeare's death in 1616, the Folger created "The Wonder of Will," a series of special events, online programming, performances, and exhibitions at the Folger and across the United States. One of the exhibitions, called "America's Shakespeare," traces Shakespeare's role in American culture.
2. DESCRIPTION OF EXHIBITION

a. The Los Angeles Public Library (LAPL) will host the exhibition, "America's Shakespeare: The Bard Goes West." The exhibition includes items from the Folger's "America's Shakespeare" collection with additional content provided by eleven (11) lending institutions and private citizens. This exhibition is exclusive to the LAPL and will not be traveling anywhere else.

b. The exhibition will be on view from November 17, 2016, through February 26, 2017, in the Getty Gallery of the Central Library.

c. Several years ago, representatives from the Folger met with the City Librarian to discuss a collaboration to celebrate the 400th anniversary of Shakespeare's death. The Folger planned to develop an exhibition focused on Shakespeare in America which would travel to Los Angeles. The LFLA became a partner and raised funds to pay for the costs to bring the exhibition to the LAPL. The LAPL exhibition contains nine (9) themes which demonstrate how Shakespeare impacted American culture from the Revolutionary War, westward expansion and Civil War to stage, screen and radio; debates over war, politics and race; and the latest forms of digital media.

d. The exhibition is composed of free-standing panel structures and display cases that feature approximately 65 graphic reproductions, photographs, books, letters, costumes and audiovisual programs. Visitors will have opportunities to interact with some of the materials in the collection.

e. In 1623, Shakespeare's colleagues collected almost all of his plays in a book, now called the First Folio, which grouped the plays into comedies, histories and tragedies and included a portrait of Shakespeare. Of the 750 or fewer copies of the First Folio that were printed, 235 survive today, of which 82 are in the Folger collection. One of the Folger First Folios will be on display in the LAPL exhibition.

The First Folio was followed nine years later by the 1632 Second Folio with many small corrections and then by the 1663 Third Folio and the 1685 Fourth Folio. The Fourth Folio contains a number of corrections and modernization of the language of the text designed to make it easier to use. It became the edition that later publications of Shakespeare's plays were derived from. The exhibition will include the Fourth Folio from the LAPL collection.

f. In addition to the Fourth Folio, LAPL collections are integrated into the exhibition, including a large display where visitors may read and check out books by and about Shakespeare. Unique LAPL resources about Shakespeare will also be available to the public.
g. The Folger waived the fees for the LFLA to borrow the materials in the “America’s Shakespeare” collection. However, the LFLA will pay all of the costs for transportation, additional security, insurance, installation and de-installation, marketing and public relations, curatorial services, and construction. For the items in the exhibition that come from other lenders, the LFLA will arrange for shipping, delivery and insurance and will pay for those costs where necessary. The total estimated costs for transportation, security, insurance and other items exceeds $200,000 and will be paid for through donations from the LFLA Board and private donors.

h. The LFLA is consulting with Dr. Stephen J. Dickey in a curatorial capacity regarding the additions to the Folger objects in the exhibition. Dr. Dickey is also writing didactic material related to the supplemental material in the exhibition. He is a senior lecturer in the UCLA English Department where he teaches courses in Shakespeare and the English Renaissance. Recent publications include works on “Romeo and Juliet,” the “Henry IV” plays, and American interest in Shakespeare during the Civil War.

i. Security cameras and security guards will be provided during the exhibition.

j. The Folger will provide images for public relations, advertising, the LAPL website, and educational uses. In addition, the Folger will provide a fact sheet, sample press releases and a sample Teachers Guide. Brochures, bookmarks and other handouts may also be available from the Folger. The LFLA and LAPL will collaborate regarding marketing and promotion of the exhibition.

k. Central Library staff are also working with the LFLA to plan the exhibition by providing input about and coordination of the LAPL the items included in the exhibit.

l. The LFLA plans to devote a portion of its Aloud lecture series to topics related to Shakespeare in America. Also, the LAPL and LFLA are developing programs for Library patrons at twenty-one (21) LAPL branches to complement the exhibition.

m. A guided tour of the exhibition will be developed.

n. The LFLA will provide Fine Arts Insurance coverage for items within the Folger Collection exhibition. The LAPL will provide Fine Arts Insurance coverage for all LAPL Collection items in the exhibition. See Appendix D of the Exhibition Agreement for a complete inventory and value of all items.

o. The Agreement has been reviewed by the Deputy City Attorney and the City Risk Manager. The Los Angeles Fire Department approved the floor plan.
Prepared by: Madeleine M. Rackley, Business Manager

Reviewed by: Kristina Morita, Assistant General Manager

Attachment A: Exhibition Agreement
Attachment B: Resolution
LIBRARY RESOLUTION NO. 2016-X (X-X)

RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to enter into an Agreement with the Folger Shakespeare Library and the Library Foundation of Los Angeles to present the exhibition: “America’s Shakespeare: The Bard Goes West,” from November 17, 2016 through February 26, 2017, in the Getty Gallery of the Central Library; and

FURTHER RESOLVED, To authorize the City Attorney and the City Librarian, or designee, to make technical changes to the Agreement.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
EXHIBITION AGREEMENT

This Agreement is made and entered into by and between the Folger Shakespeare Library, 201 E. Capitol Street, SE, Washington, DC 20003 USA (hereinafter “Folger”), the Library Foundation of Los Angeles (hereinafter “Participant”), 630 West Fifth Street, Los Angeles, CA 90071, and the Los Angeles Public Library, (hereinafter “LAPL”), 630 West Fifth Street, Los Angeles, CA 90071, with respect to the Folger’s traveling exhibition, “America’s Shakespeare” (hereinafter the “Exhibition”). The Folger, Participant and LAPL may be referred to individually as a “Party” or collectively as the “Parties.”

Whereby it is agreed between the Parties to present and display the Exhibition under the following terms and conditions:

1. GENERAL DESCRIPTION OF EXHIBITION

   America’s Shakespeare, a traveling exhibition on tour from the Folger Shakespeare Library, teaches the visitor about how Americans have made Shakespeare our own. Using a selection of rare letters, books, and more, it shows how his words and ideas weave through our national story from print to radio, television, film, and digital media. The story begins with the Revolutionary War, when America's founders left Britain behind, but took Shakespeare with them. A broad range of items traces Shakespeare’s ever-changing role in American culture, from westward expansion and the Civil War to stage, screen, and radio, debates over war, politics, and race, and the latest forms of digital media today.

   The Participant created subtitle “The Bard Goes West” has been reviewed and approved as an optional addition to the Exhibition title as described above. In this appearance of the exhibit at the Los Angeles Public Library, Participant will supplement Folger’s Collections by drawing on local resources which show Shakespeare’s presence in the grand 19th Century theaters of San Francisco and Sacramento, the saloons and hotels of the mining camp towns, and the stage and early film industries of Los Angeles.

   “Collections” shall refer to Folger accessioned collections and facsimiles included within the Exhibition.

2. EXHIBITION DATES

   The dates (“Exhibition Dates”) for the display of the Exhibition at Participant’s facility shall be as follows and are all subject to the shipping schedule which will be confirmed a minimum of forty-five (45) days in advance of the opening date:

   Exhibition Arrival Date: October 28, 2016
   Exhibition Installation Dates: October 31 – November 4, 2016
   Exhibition Public Opening Date (“Opening Date”): November 17, 2016
   Exhibition Public Closing Date (“Closing Date”): February 26, 2017
   Exhibition De-installation Dates: February 27 – March 10, 2017
   Exhibition Ship Out Date(s): within ten (10) days following Closing Date

   Any changes to the Exhibition Dates must be agreed upon by the parties in writing.
3. RESPONSIBILITIES OF THE PARTIES

For the intellectual property described in points below, Folger grants Participant a limited, revocable, non-exclusive, royalty-free, non-transferable license to use that intellectual property within its local geographical area. This license is terminated on the Closing Date. Ownership of all Folger intellectual property is retained by Folger, as described in Section 18 below.

Folger shall provide:

- As part of the Exhibition package, all Collections, as described above and listed in Appendix C.
- Label copy for thematic sections and Collections listed in Appendix C.
- Digital images of Collections listed in Appendix D.
- Sample case and exhibition layouts based on the Folger presentation of the Exhibition.
- A set of images approved for public relations, advertising, Web site, promotional, marketing, and educational uses; fact sheet; sample press release; and a sample Teachers Guide.
- As necessary, review and approval with regards to conservation and security of an Exhibition floor plan created by Participant.
- Permission to link to the Folger website.
- At least four (4) Folger approved couriers to supervise and assist with installation and de-installation and serve as on-site project managers for Folger at Participant’s facility.
- Object dimensions a minimum of six (6) months prior to the Opening Date.
- List of materials required for installation, including requisite amount of silica gel per case.

Participant shall provide:

- Six (6) months of environmental data for the exhibition space, with additional data available upon request by Folger.
- Compliance with Folger’s instructions as provided for installation and de-installation of Collections.
- Regular, routine Exhibition maintenance according to the instructions provided by the Folger.
- A copy of the Participant’s security plan for operating and overnight hours
- A gallery floor plan for the Exhibition within LAPL’s facility submitted to the Folger for review and conservation/security approval a minimum of four (4) months prior to the Opening Date.
- No fewer than four (4) qualified, experienced, and able-bodied crew members for the duration of the Exhibition installation and de-installation, at least two (2) of whom must have experience with handling museum or library collections. Any changes to Participant staffing must be agreed upon by all parties in writing.
- Full access for Folger personnel to all areas of LAPL’s facility where any Exhibition installation or de-installation occurs.
- Access to telephone, e-mail, and scanner as needed by Folger personnel to conduct Exhibition related business.
- Proper unloading and loading of the Exhibition at LAPL’s facility.
4. WORK SCHEDULE AND STAFFING

The Parties will devise a mutually acceptable work schedule to ensure timely installation, de-installation, and any required maintenance for the Exhibition ("Work Schedule"). All of the Parties must mutually agree upon the Work Schedule at least thirty (30) days prior to the Exhibition Arrival Date. Folger will notify Participant of any special equipment required for safe unloading, installation, maintenance, de-installation, and loading while devising the Work Schedule. All costs for any such special equipment shall be the responsibility of Participant.

Participant shall designate and deploy sufficient local staff to facilitate the installation, maintenance, and de-installation of the Exhibition, as provided herein. Notwithstanding the foregoing, should Participant fail to provide an adequate number of personnel, Folger reserves the right to hire additional personnel to assist with Participant’s installation and/or de-installation. Participant shall be solely responsible for the costs of such additional personnel, including but not limited to the cost of labor and travel.

Folger shall assign couriers to supervise and assist with the Collections installation and de-installation. Folger couriers will verify that all Folger requirements specified herein are met prior to completion of the installation or deinstallation.

Folger shall not be held responsible for any delays caused by Participant’s non-adherence to the Work Schedule, Folger guidelines, or the provisions specified herein. Should the exhibition installation not be complete within the agreed upon Work Schedule (including security, environmental, and any other special requirements communicated in writing by the Folger), at the sole discretion of the Folger Registrar & Exhibitions Manager or Head of Conservation, the Work Schedule will be extended. All expenses related to changes in the Work Schedule (including airfare, lodging, ground transportation and per diem) are the responsibility of Participant.

5. PACKING AND SHIPPING

Folger will confirm a shipping schedule with Participant and LAPL at least forty-five (45) days in advance. Participant must be prepared to receive delivery on weekend days, holidays, or after hours, if needed. All shipping arrangements are subject to review and approval by Folger Registrar & Exhibitions Manager. All shipping costs are the responsibility of Participant.

Folger will confirm packing arrangements in collaboration with Participant and LAPL at least ninety (90) days in advance. All packing arrangements are subject to review and approval by Folger Registrar & Exhibitions Manager. All packing costs are the responsibility of Participant.

Participant acknowledges and agrees that any delays or damages caused by the shipping agent shall not constitute a material failure by Folger for purposes of this Agreement. When the Participant’s venue is located outside the contiguous United States, Participant shall be responsible for the execution of any permits.

Folger will notify the Participant of courier arrangements while making the necessary introductions and providing contact information. Participant shall be responsible for paying the costs of the couriers’ airfare, lodging, ground transportation, and per diem for installation and de-installation. Per diem will be paid at the Federal per diem rate for the Participant’s location. It is Participant’s responsibility to work directly with the Folger Registrar & Exhibitions Manager to make all necessary arrangements for their participation in the installation and de-installation, in coordination with Folger, based on the approved Work Schedule.

6. SECURITY

Participant must provide professional security staff for the Exhibition from the moment it is received at Participant’s premises, during all phases of unloading, unpacking, installation, display, de-installation, repacking, and loading, until the moment it is shipped out from Participant’s premises. Folger will review and approve the Exhibition security plan with Participant upon submission of Participant’s floor plan to Folger.
Participant agrees to display the Exhibition in a limited access space. A minimum of one (1) trained security officer must be dedicated to staff the Exhibition whenever it is open to the public. A security officer or Folger approved dedicated Participant staff member must control access to the Exhibition space at all times the Exhibition space is open, and must be present if any Collections are stored in the Exhibition space during installation and de-installation. The Exhibition space must be locked and secured when no security officers are present and/or LAPL is closed to the public.

The Exhibition hall must be equipped with a reasonable number of cameras. Entry and exit points must be equipped with video surveillance. The Exhibition must be covered by 24-hour monitored CCTV surveillance. Participant Security consists of Los Angeles Police Department (LAPD) Security Guards: four (4) to eight (8) Guards during public hours and no fewer than four (4) Guards during closed hours – patrolling the grounds and monitoring the CCTV feed 24-hours a day, all days of the year. During open hours, LAPD Security Guards are stationed at every entrance and exit to the premises in addition to those on roaming patrol and monitoring CCTV. A supplemental professional Security Guard will be contracted and stationed inside the Exhibition hall during all open hours. Folger will review Participant’s after hours security plan and may deem additional security necessary upon discussion with Participant. At the time of floor plan submission, Participant must identify any entrances or exits and elevators leading into the Exhibition space and explain to Folger’s satisfaction how these will be secured during the Exhibition. Participant will provide sufficient Folger approved security alarms as required by the Folger and outlined in Appendix C. Participant agrees to provide all fire precautions as required by law or local ordinance. Functioning fire protection systems and devices must be available in the Exhibition, staging, and storage spaces. In case of security system failure, contingency plans must provide for an adequate number of security personnel inside the Exhibition gallery until electronic protection has been restored.

Participant must display Collections in locked and, when specified in Appendix C, alarmed cases reviewed and approved by the Folger. Participant must display Collections in alarmed cases reviewed and approved by the Folger when required. Only a person trained in handling museum objects and specimens, and working under the direct supervision of the Folger, may handle Collections during unpacking, installation, de-installation, and repacking, except in an emergency and after direct contact with Folger, or with written permission from Folger’s Registrar & Exhibitions Manager.

7. ENVIRONMENTAL CONDITIONS

Smoking, eating, and drinking in the space where the Exhibition is displayed, staged, and/or stored are expressly forbidden.

Participant must take reasonable precautions to ensure that the ambient environment in the Exhibition space is as stable and close to 65-72°F / 45-52% RH (relative humidity) as possible. Participant must have environmental recording devices in the Exhibition space and must supply reports on a regular basis after the Exhibition has been delivered to Participant per the instructions set forth in Appendix A. If temperature or humidity range departs from the requirements set forth in Appendix C for more than two (2) days, the Collections may need to be removed at the sole discretion of the Folger and at the expense of the Participant. Any associated additional expenses, including climate-controlled fine art storage and courier expenses, shall be the responsibility of Participant.

Light levels for UV and visible light specifically designated for the Collections are included in Appendix C. Collections must not be exposed to unfiltered natural or UV light, and any lights, skylights, or windows in the gallery or staging area must be covered with UV filters or shades and must be dimmable down to the light levels indicated in Appendix C.

The Collections must acclimatize for a minimum of twenty-four (24) hours in a secure location with the same temperature and relative humidity as the Exhibition space prior to unpacking. Folger has approved the use of micro-climates within each display case to mitigate fluctuation. Specific requirements for each case are set forth in Appendix C.
Participant must notify Folger if any construction is to take place in the Exhibition space or adjacent to it a minimum of six (6) months before the Opening Date. Participant must share the construction schedule with Folger so that any conflicts with the Work Schedule can be identified and subsequent changes can be made to the construction schedule. Painting in the Exhibition space must be completed two weeks prior to the installation of Collections to allow for off-gassing, and no construction or painting may take place in the Exhibition gallery once the Collections have been placed in the Exhibition space.

No part of the Exhibition may be stored, crated, or moved off Participant’s premises without prior authorization from Folger’s Registrar & Exhibitions Manager. No part of the Exhibition or its crates may be stored out of doors. Participant shall store all Collections crates and packing materials inside a temperature- and humidity-controlled environment with the same conditions as the Exhibition space. The Exhibition may require up to five hundred (500) square feet of climate controlled crate storage space. The final, secure crate storage location must be preapproved by Folger as part of the Work Schedule.

8. SPECIAL HANDLING

Participant shall comply with all special handling instructions, which Folger will provide in Appendix A; failure to comply may result in Participant liability should damage occur. Participant assumes any costs incurred for any additional security, environmental, or lighting systems required for the display of the Exhibition at Participant’s venue.

No one may perform any repairs, cleaning, alteration, or conservation of any kind on any Collections without the express written permission of, and specific instructions from, Folger’s Registrar & Exhibitions Manager or Head of Conservation, except in cases of emergency where it is deemed necessary to prevent damage to objects in the Collections, and then only after direct contact with Folger.

9. CONDITION REPORTS

Folger will send Folger’s Registrar, Conservators or a similarly qualified Folger couriers to Participant’s site for installation and de-installation. Participant’s registrar, conservator or a similarly qualified member of Participant’s staff must examine all Collections as soon as they are unpacked during installation and before they are repacked during de-installation and must complete the condition reports with Folger’s representative. Folger will send condition reports with the Exhibition.

10. EXHIBITION PROMOTION, REQUIREMENTS, MARKETING MATERIALS, IMAGE RIGHTS, and APPROVAL PROCESS

The full Exhibition title “America’s Shakespeare: The Bard Goes West” and Folger logos/credit lines must appear on all promotional and educational materials, signage, and Web sites, as well as on any other Exhibition-related print and electronic collateral materials not specifically mentioned herein. The full Exhibition title, Folger logo and credit lines must appear on printed or digital materials that include one or more of the following: a description of the exhibition, local sponsor logos, or where size does not prevent such crediting. Where any local sponsor credit line and/or logo appears, the full Exhibition title, and Folger credits will always precede and be the same size or larger.

One credit panel bearing the Exhibition title and the Folger logo and credit line must be mounted on the wall and prominently displayed at or before the entry to the Exhibition, and anywhere within Participant’s facility where local sponsor credits appear. Participant may add local sponsor credit lines to the credit panel. Any questions regarding credit lines will be resolved by Folger’s Head of External Relations, Garland Scott in consultation with the Folger’s Senior Development Officer for Institutional Relations.

Folger will provide images that may be used for public relations, advertising, Web site, promotional, marketing, and educational uses. Images provided are not approved for commercial or retail use, or for use on merchandise to be distributed free of charge. All materials that include images must include photo credits as provided by the
Folger. Participant reserves the right to produce installation view photographs of the Exhibition at Participant’s venue for promotional purposes.

All printed and electronic pieces produced to support the Exhibition (including but not limited to: invitations, advertisements, press releases, Web listings, member solicitations, member publications, maps, and brochures) must be pre-approved in writing by Folger. Regular calendar listings and correspondence can be pre-approved if they subscribed to the guidelines set forth in this document. Send all materials in final layout form, via electronic (pdf) file, to Folger’s Head of External Relations, Garland Scott. Participant must allow five (50) business days for approval. Revisions may require additional time and subsequent approvals.

The full Exhibition title is:

*America’s Shakespeare: The Bard Goes West*

The Folger credit line is:

*on tour from the Folger Shakespeare Library*

*or*

*a traveling exhibition from the Folger Shakespeare Library*

The Folger reserves the right to change this credit line without advance notice.

11. PROMOTION AND PHOTOGRAPHY

Participant shall be responsible for organizing and paying for its own promotional campaign for the Exhibition. A digital summary of the promotional campaign, press and Exhibition-related events, exhibition materials developed for the public, sponsorship involvement, images of the exhibition, and final attendance figures must be provided to Folger’s Director of Special Events & Visitor Relations no later than thirty (30) days after the Closing Date.

Photography in the Exhibition is allowed only for public, educational, and public relations purposes. No flash photography is permitted at any time. Members of the press must be accompanied by a member of Participant’s staff during all photo and film sessions. Participant must make reasonable efforts to maintain such restrictions are adhered to.

12. PRODUCTION AND SALE OF EXHIBITION-RELATED MERCHANDISE

Folger may produce and/or authorize the production of catalogues, postcards, posters, and other merchandise based on the Exhibition. If produced, such items will be made available for wholesale purchase by Participant for resale to its visitors. Participant may purchase such goods from Folger or Folger licensed vendors only. Participant is not restricted from purchasing and selling products that are based on the general subject matter of the Exhibition, as long as these goods adhere to the specifications above. Participant may not publish an Exhibition catalogue without Folger’s prior written permission. Participant can develop goods for sale for the participant institution retail outlet that depict or reproduce the Exhibition’s Collections, Components, images, title, or logo, or utilize Folger’s name or logo only with Folger’s prior written permission. Other product-related matters shall be set forth in a separate, mutually acceptable Retail Agreement between Folger and Participant.

13. CHANGES TO THE EXHIBITION

The Exhibition must be presented in its entirety at the location and display area indicated in Participant’s approved floor plan. Should Participant desire to change the location or display area for any reason, Participant must notify Folger of the new location or display area must be mutually agreed upon in advance of Exhibition
installation. The Exhibition must be presented as a freestanding exhibit and not incorporated into any other permanent or temporary exhibition at Participant’s location.

Folger will determine the Collections contents of the Exhibition. Participant will be notified should Folger determine that it is necessary to remove Collections from the Exhibition, and, as reasonably appropriate, Folger will attempt to find a suitable replacement Collections item.

Participant will make all arrangements with regard to loaned materials from sources other than Folger. No supplemental material may be added to, nor materials be removed from, the Exhibition, nor any other changes made, without prior written approval from Folger. All proposed supplemental interpretive content must be submitted to Folger’s Registrar & Exhibitions Manager and Curator for review no less than two (2) months prior to the opening date. All proposed supplemental material, including loaned materials and Participant Collections must be submitted to Folger’s Registrar & Exhibitions Manager and Curator for review no less than four (4) months prior to the opening date.

14. EXHIBITION DESIGN AND DISPLAY OF COLLECTIONS

Folger will provide mounts for Folger Collections as indicated in Appendix C. Any additional mounting and framing costs are the responsibility of the Participant. All mounts and frames fabricated for Collections are subject to review and approval by Folger Head of Conservation. Participant may make no alteration to Folger mounts without written consent from Folger.

Exhibition layout and individual case layouts must be submitted to Folger Registrar & Exhibitions Manager and Curator for review and approval not later than four (4) months before the opening date.

Display cases used for Collections are subject to review and approval by Folger Registrar & Exhibitions Manager and Head of Conservation and must meet Folger environmental and security requirements outlined in Appendix A.

Once Collections are installed, display cases must not be opened or altered outside the presence of a Folger courier or written permission from Folger Registrar & Exhibitions Manager or Head of Conservation.

15. INSURANCE AND INDEMNITY

Participant agrees to provide Fine Arts Insurance coverage for all Folger Collections in the exhibition at the values provided by the Folger. All insurance arrangements are subject to review and approval by Folger Registrar & Exhibitions Manager. A Certificate of Insurance naming the Folger as additional insured must be submitted to the Folger Registrar & Exhibition Manager no later than thirty (30) days prior to shipment. LAPL agrees to provide Fine Arts Insurance coverage for all LAPL Collections in the exhibition at the values provided by LAPL.

Participant shall indemnify and hold harmless Folger and its officers, trustees, employees, representatives, agents, assignees, licensees, and successors-in-interest harmless from all claims, demands, penalties, suits, or actions, and from any and all damages, losses, costs, and expenses (including attorneys' fees and costs) arising out of or related to: 1) any breach of any representations, warranties, agreements, duties, or obligations of Participant under this Agreement; or 2) the unpacking, construction, installation, display, de-installation, and packing of the Exhibition at Participant's premises, except where such liability is due to the sole negligence or willful misconduct of Folger, its employees, agents or representatives. This section shall survive any expiration or termination of this Agreement.

16. NOTIFICATION OF CHANGE IN CONDITION, DAMAGE, OR LOSS

The registrar, conservator or a similarly qualified member of Participant’s staff must perform twice daily inspections of the Exhibition while it is on display. Participant agrees to notify Folger’s Registrar & Exhibitions Manager and Folger’s Head Conservator immediately, but not later than twenty-four (24) hours, after any
change in condition, damage, or loss that occurs while the exhibition is under Participant’s care. Participant assumes responsibility for any liability that arises out of Participant’s failure to do so. Participant may be held fully responsible and accountable for any damage or loss due to negligence or misconduct on the part of Participant.

In case of damage, Participant must retain all damaged items, including crates, and must provide high-resolution color photographs of the damage to Folger’s Registrar & Exhibitions Manager and Folger’s Head Conservator immediately, but not later than twenty-four (24) hours after the damage is discovered. Participant must retain and/or photograph all conditions that affected or caused the damage. Damaged items may be removed from display only if they are at risk of further damage; if removed from display, items must be kept in a safe and secure place pending instructions from Folger’s Registrar & Exhibitions Manager or Folger’s Head Conservator.

Participant is responsible for the cost of repairing or replacing any crates or packing materials that are damaged or lost while in its custody. Folger must preapprove crate repairs and/or replacements so that Folger standards are met.

17. CANCELLATION

In the event that Folger determines, at its sole discretion, that it is no longer safe or feasible to travel or install the exhibition, Folger reserves the right to cancel the tour with as much advance notice as is reasonably possible. Folger shall not be held responsible for any costs or expenses incurred by Participant in preparation for the exhibition.

If Folger cancels a booking due to Participant’s default of a material term of this Agreement, which default Participant has failed to cure after receipt of a written notice describing the default and a reasonable opportunity to cure (not to exceed fourteen (14) days), such cancellation will be treated as a cancellation by Participant subject to the terms below. If the Folger cancels a booking during the installation period due to Participant’s default of a material term of this Agreement, all expenses associated, shall be the responsibility of Participant.

Cancellation by Participant must be submitted to Folger in writing as soon as it is known that Participant cannot host the exhibition. If in the sole discretion of Folger, a suitable substitute venue cannot be arranged, the canceling Participant must pay shipping charges, storage fees, courier costs, and any additional incidental charges or expenses associated with or resulting from such a cancellation.

18. INTELLECTUAL PROPERTY RIGHTS

It is understood and agreed that Folger shall retain all right, title, and interest in and to the Collections, its concept, and all components, materials, and merchandise developed in association therewith, whether specifically described in the General Description of Exhibition above, or not, whether original or modified, in whole or in part. "Interest" as used herein shall include patent rights, copyrights, trade secret rights, trademark rights, \textit{sui generis} database rights, and all other intellectual property rights of any sort relating to the Exhibition, and designs, ideas, and products relating thereto, whether now existing or hereafter created. Any intellectual property rights not explicitly granted by Folger are retained by Folger.

19. SCOPE OF AGREEMENT AND GOVERNING LAW

This Agreement: a) constitutes the entire agreement between the Parties; b) supercedes any previous written or oral agreements between the Parties; c) may not be modified except in writing signed by all Parties; d) may not be assigned by Participant; e) shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

The Parties shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. In any action arising out of this Agreement, the Parties consent to personal jurisdiction, and agree to bring all such actions, exclusively in state or federal courts located in Los Angeles.
County, California. If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

20. FORCE MAJEURE

Neither Participant, LAPL nor Folger shall be held liable for any delays or failures in performance, in whole or in part (excluding payment of monies due), if such delay or nonperformance is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riot, terrorism, civil disturbance, acts of public authorities, acts of lenders in changing the terms and conditions of loans of Collections to the Exhibition, delay or defaults caused by public carriers, fire, floods, strikes, lock-outs, labor disputes, pandemics, epidemics or other outbreaks of diseases or other infections, failures in public supply of electricity, heating, lighting, air conditioning, or public telecommunications equipment. provided, however, that the Party whose performance is delayed or prevented gives the other Parties written notice thereof within five (5) business days of any such event or occurrence and exercises its best reasonable efforts to resume performance as soon as possible.

21. ENGLISH LANGUAGE

This Agreement has been drawn in the English language with the consent of the Parties. In the event that this Agreement is translated into a language other than English, the English language version thereof shall govern in the event of any conflict or inconsistency between the English language version and the version in such other language.

22. CONFIDENTIALITY

Participant agrees not to disclose any proprietary information related to the Exhibition, including any Exhibition fees and terms of this Agreement, to any person or organization, except as required by law or any other governmental authority.

Folger agrees to provide Participant and LAPL notice of any and all information Folger deems proprietary. Participant and LAPL agree to provide Folger notice of any requests to inspect or copy records that Folger has identified (in whole or in part) as proprietary in nature.

23. NO PARTNERSHIP

This Agreement is a contract between three independent Parties and shall not be deemed or construed to make any of the Parties an agent, employee, partner, joint venturer or associate of the other Parties. The Parties may not bind each other contractually to a fourth party.

24. WAIVER/MODIFICATION

The failure of the Parties to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. The agreement may not be changed or modified except by written agreement signed by a duly authorized representative of each Party.
25. AUTHORIZATION

This Agreement, when signed by the Parties, constitutes a binding contract between LAPL, Participant and Folger. Each of the undersigned represents that he or she is authorized to enter into this Agreement on behalf of his or her institution.

I affirm that I have full authority to sign on behalf of my institution, that the terms of this Agreement are understood, and that all terms and conditions will be met.

LOS ANGELES PUBLIC LIBRARY

Authorized Signature  Date

Print Name

Print Title

LIBRARY FOUNDATION OF LOS ANGELES

Authorized Signature  Date

Print Name

Print Title

FOLGER SHAKESPEARE LIBRARY

Authorized Signature  Date

Print Name

Print Title
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

August 25, 2016

SUBJECT

There are no pending items.

SCHEDULED FOR
BOARD MEETING

COMMISSIONERS’ OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board
Mai Lassiter, Board Member
Vacant, Board Member

Media Marketing Ad Hoc Committee
Bich Ngoc Cao, President
Mai Lassiter, Board Member

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant