AGENDA

BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, SEPTEMBER 29, 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
   - Regular Meeting – August 25, 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 appoint staff to serve as Acting Commission Executive Assistant during any absence of the Commission Executive Assistant for the period of September 29, 2016 through June 30, 2017

   b. Recommendation to accept the gift of $3,000 from the Friends of the Sunland-Tujunga Branch Library for the benefit of the Sunland-Tujunga Branch Library

   (EXHIBIT “A”)

   (EXHIBIT “B”)
c. Recommendation to accept a grant in the amount of $10,000 from the Mary and Kathleen Harriman Foundation to the Los Angeles Public Library (EXHIBIT "C")

d. Recommendation to approve an agreement with the Los Angeles Department of Airports to install an e-Media Kiosk at the Los Angeles International Airport (LAX) (EXHIBIT "D")

e. Recommendation to approve an agreement with the Department of Convention and Tourism Development to install an e-Media Kiosk at the Los Angeles Convention Center (EXHIBIT "E")

f. Recommendation to approve a grant agreement with the S. Mark Taper Foundation and the Library Foundation of Los Angeles to create a Digital Commons in the Central Library (EXHIBIT "F")

g. Recommendation to approve Request for Qualifications (RFQ) for Public Relations and Marketing Consultant (EXHIBIT "G")

6. Various Communications: None

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

8. Adjournment

NEXT BOARD MEETING NOTICE

The next Regular Meeting of the Board is scheduled for Thursday, **October 13, 2016** at the Central Library, 630 W. 5th Street, Los Angeles, CA 90071, convening at **11:00 A.M.**

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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 9/26/16

For more information, contact: Library Commission Office (213) 228-7530
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

September 29, 2016

To: Board of Library Commissioners
From: John F. Szabo, City Librarian
Subject: APPOINTMENT OF ACTING COMMISSION EXECUTIVE ASSISTANT

A. RECOMMENDATIONS

That the Board of Library Commissioners (Board):

1. Authorize Library employee Valerie Rosales to serve as Acting Commission Executive Assistant for the period of September 15, 2016 through June 30, 2017 during any absence of the Commission Executive Assistant; and,

2. Authorize former full time Commission Executive Assistant Gladys Senac to serve as Acting Executive Commission Assistant for the period of September 15, 2016 through June 30, 2017 during any absence of the Commission Executive Assistant; and

3. Adopt the attached Resolution regarding the authorization.

B. FINDINGS

1. On occasion, the Commission Executive Assistant may be absent due to illness, jury duty, vacation leave or other reasons. The Board must approve the temporary appointment of another employee to serve as acting Commission Executive Assistant.

2. Employee Valerie Rosales is currently Acting Secretary for Administration.

3. Gladys Senac is a retired Library Commission Executive Assistant who has received mayoral approval to work as a Commission Executive Assistant on an as-needed basis. As a long-standing practice and with approval from the Mayor, the Library uses retired employees to work as substitutes when regular employees are on sick leave, vacation or jury duty. Ms. Senac will be the Acting Commission Executive Assistant when Valerie Rosales is not available.

Prepared by: Robert N. Morales, Senior Management Analyst II
Reviewed by: Kristina Morita, Assistant General Manager
Attachment: Resolution
September 29, 2016

LIBRARY RESOLUTION NO. 2016-45 (C-40)

WHEREAS, the Commission Executive Assistant may be absent due to illness, vacation, jury duty or other reasons:

RESOLVED, the Board of Library Commissioners (Board) authorizes library employee Valerie Rosales to serve as Acting Executive Commission Assistant for the period of September 15, 2016 through June 30, 2017, during any absence of the Commission Executive Assistant;

FURTHER RESOLVED, the Board also authorizes former library Commission Executive Assistant Gladys Senac to serve as Acting Executive Commission Assistant for the period of September 15, 2016 through June 30, 2017, during any absence of the Commission Executive Assistant and when Valerie Rosales is not available.

This is a true copy:

Bich Ngoc Cao, President
Board of Library Commissioners

Acting Commission Executive Assistant

Adopted by the following votes:

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

September 29, 2016

EXHIBIT B

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

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

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

FINDINGS:

1. Gift of $3,000 for adult library materials.
2. A letter of thanks should be sent to:

   Richard Williams, President
   Friends of the Sunland-Tujunga Branch Library
   7771 Foothill Boulevard
   Tujunga, CA 91042

Prepared by: Karen Pickard-Four, East Valley Area Manager
Reviewed by: Cheryl Collins, Director of Branches
September 29, 2016

LIBRARY RESOLUTION NO. 2016-46 (C-41)

RESOLVED, That the Board of Library Commissioners accept the gift in the amount of $3,000 from the Friends of the Sunland-Tujunga Branch Library for the benefit of the Sunland-Tujunga Branch Library; and

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

This is a true copy:

Acting Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
EXHIBIT C

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

September 29, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF GRANT FROM MARY AND KATHLEEN HARRIMAN FOUNDATION

A. RECOMMENDATION:

1. The Board of Library Commissioners accepts the check in the amount of $10,000 from Mary and Kathleen Harriman Foundation to be deposited in Library Trust Fund 831, Account No. 285, Youth Education.

2. A thank you letter will be sent to the Mary and Kathleen Harriman Foundation acknowledging the grateful appreciation of the Board of Library Commissioners and Library staff for the generous grant.

3. Adopt the attached Resolution regarding the acceptance of the grant in the amount of $10,000.

FINDINGS:

1. The Mary and Kathleen Harriman Foundation is a charitable organization in New York, New York. In 1976, it received its exempt organization status from the IRS.

2. The Directors of the Harriman Foundation approved a grant in the amount of $10,000 in support of the Los Angeles Public Library.

3. The funds are to be deposited in Library Trust Fund 831, Account No. 285 to fund programs and resources to support youth education.

Attachment

Prepared by: Eloisa Sarao, Assistant Business Manager
Reviewed by: Kris Morita, Assistant General Manager
September 29, 2016

LIBRARY RESOLUTION NO. 2016-47 (C-42)

RESOLVED, That the Board of Library Commissioners approve the acceptance of funds in the amount of $10,000 from the Mary and Kathleen Harriman Foundation to the Los Angeles Public Library; and

FURTHER RESOLVED, That the funds be used Library programs and resources that support youth education; and

FURTHER RESOLVED, That the funds be deposited into Library Trust Fund 831, Account No. 285 - Youth Education.

This is a true copy:

Acting Board Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:
EXHIBIT D

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES DEPARTMENT OF AIRPORTS FOR INSTALLATION OF E-MEDIA KIOSK AT LOS ANGELES INTERNATIONAL AIRPORT

September 29, 2016

A. RECOMMENDATIONS

That the Board of Library Commissioners (Board):

1. Authorize the City Librarian, or designee, to enter into the attached Memorandum of Understanding (MOU) with the Department of Airports to provide an e-Media Kiosk at the Los Angeles International Airport (LAX);

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

3. Adopt the attached Resolution regarding the Agreement.

B. FINDINGS

1. LAX is owned by the City of Los Angeles Department of Airports (AIRPORT); the e-Media Kiosk is intended to be installed in Terminal 8.

2. The Library is seeking ways to promote and have our e-content be more visible to residents and visitors. Thousands of people walk through and wait at Terminal 8 every day, and they are often looking for something to read or listen to as they travel.

3. Los Angeles Public Library (LAPL) and AIRPORT have agreed to place a Library e-Media Kiosk at LAX to allow the public to access LAPL’s electronic materials, such as electronic books, music, videos, and digital photographs.

4. The Agreement will be for a term of one (1) year with the option to renew for two (2) additional years, and either party may terminate without cause. LAPL will deliver and set-up the e-Media Kiosk and provide data and content. Both parties will collaborate to promote and create awareness of the e-Media Kiosk through the use of their websites and social media.
5. The project is a priority for the Mayor.

6. The Agreement has been reviewed by the Office of the City Attorney and the City Risk Manager.

Prepared by: Susan Broman, Director of Emerging Technologies and Collections
Reviewed by: Kristina Morita, Assistant General Manager

Attachment A: Memorandum of Agreement
Attachment B: Resolution
September 29, 2016

LIBRARY RESOLUTION NO. 2016-48 (C-43)

RESOLVED, That the Board of Library Commissioners authorize the City Librarian or designee to enter into the attached Memorandum of Understanding (MOU) with the Department of Airports to provide an e-Media Kiosk at the Los Angeles International Airport (LAX); and

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

This is a true copy:

______________________________
Acting Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:
MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES LIBRARY DEPARTMENT AND
THE LOS ANGELES DEPARTMENT OF AIRPORTS
FOR INSTALLATION OF E-MEDIA KIOSK
AT LOS ANGELES INTERNATIONAL AIRPORT

The City of Los Angeles is a charter city and a municipal corporation. This Memorandum of Understanding (MOU) is entered into as of ______________________, 2016, by and between the City of Los Angeles Library Department (hereinafter "LIBRARY") and the City of Los Angeles, Department of Airports (hereinafter "AIRPORT") regarding the installation of one E-Media Kiosk in Terminal 8 at Los Angeles International Airport ("LAX"). LIBRARY and AIRPORT may be referred to herein individually as "PARTY" or collectively as "PARTIES".

RECITALS

WHEREAS, LIBRARY seeks to provide the public with access to digital media at non-Library locations throughout the City of Los Angeles through the installation, operation and maintenance of E-Media Kiosks, and;

WHEREAS, AIRPORT owns Terminal 8 at LAX, and;

WHEREAS, LIBRARY has requested AIRPORT's permission to install one E-Media Kiosk with charging capacity at Terminal 8, and;

WHEREAS, AIRPORT, as an accommodation to LIBRARY, is willing to grant said request, subject to the terms stated herein.

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

SECTION 1 – PURPOSE
The purpose of this MOU is to authorize limited use of Terminal 8 at LAX by LIBRARY for LIBRARY to install, operate and maintain a E-Media Kiosk for use by the traveling public to: a) charge electronic devices; and b) download electronic books, music, videos, and other electronic materials onto their personal devices. The E-Media Kiosk shall be and at all times remain the property of LIBRARY. Except as stated in Section III B2 of this MOU, all costs shall be borne by LIBRARY.

SECTION 2 – TERM
The term of this MOU will commence upon full execution of this MOU and shall continue for a period of one (1) year from the date written above.

With the mutual agreement of both the LIBRARY and AIRPORT, the Parties shall have two (2) one-year (1-year) options to extend the term of this MOU beyond the expiration of the initial
one-year term. In order to exercise said option(s), within the 60-30 day period prior to the expiration of the initial term (and, if applicable, first extended term), the LIBRARY's City Librarian and the AIRPORT's Chief Executive Officer shall agree in writing to a one year extension of the term of this MOU. LIBRARY shall have no other right to extend the term beyond the first (and, if applicable, second) extended term.

Either PARTY may terminate this MOU with cause by providing the other PARTY five (5) days written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic-mail.

Either PARTY may terminate this MOU without cause by providing the other PARTY thirty (30) days written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic mail.

Upon the expiration or sooner termination of this MOU, LIBRARY shall bear all costs to remove the E-Media Kiosk from Terminal 8.

SECTION 3 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. LIBRARY

1. AIRPORT Approvals.

Prior to the installation of the E-Media Kiosk, LIBRARY shall submit to the Chief Airports Engineer for concept approval the preliminary plans for such installation. Upon approval by the Executive Director of LIBRARY's preliminary plans, LIBRARY shall prepare working drawings and specifications which shall be true and correct developments of the preliminary plans so approved. LIBRARY shall then submit a written request for construction approval and a minimum of five (5) complete sets of said approved working drawings and copies of the specifications to the Chief Airports Engineer's office for written approval by the Executive Director. The Executive Director's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the MOU as though fully set forth herein once the document is fully executed by both parties. Upon receipt of the Executive Director's approval, LIBRARY shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Executive Director's approval in writing. Upon completion of the improvement, LIBRARY shall furnish to AIRPORT, at no charge, three complete sets of "record" drawings, and one complete set in Computer Aided Design (CAD) format which complies with the then current AIRPORT CAD standards. These drawings must include any applicable permit numbers, the structural and other improvements installed by LIBRARY in the Demised Premises, and the location and details of installation of all equipment, cables, utility lines, and related matters. LIBRARY shall keep said drawings current by updating them in order to reflect any changes or modifications which may be made in or to the Demised Premises.
2. Liens.

During the term of this MOU, the fee interest in the real property underlying the Demised Premises shall not be used as security for any loans or mortgages or otherwise have any liens placed on it. Additionally, LIBRARY shall keep any LIBRARY-owned improvements on the Demised Premises free and clear of any liens or other encumbrances. By way of specification without limitation, LIBRARY shall keep the Demised Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LIBRARY and shall indemnify, hold harmless and defend City from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of LIBRARY.

3. Wireless Devices, Antennae, etc.

LIBRARY is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the Executive Director. LIBRARY has no rights under this MOU to install or use any antennae or telecommunications equipment in, on or near the Demised Premises or Terminal 8.

4. Signs.

No identification signs pertaining to LIBRARY E-Media Kiosk operations shall be installed or placed in or on the Demised Premises until LIBRARY has submitted to the Executive Director drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Executive Director. The Executive Director's written approval and any conditions related to the subject signs shall become a part of the MOU as though fully set forth herein once the document is fully executed by both parties. Other than approved identification sign, LIBRARY shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the E-Media Kiosk or the Demised Premises.

5. Maintenance and Repair.

LIBRARY solely at its own cost and expense, shall:

a) Maintain and repair the E-Media Kiosk in good and safe condition, in compliance with all requirements of law and this MOU.

b) Keep the E-Media Kiosk, at all times, in a neat, clean and first-class condition.

c) At the expiration or earlier termination of this MOU, LIBRARY at its at its own cost and expense shall remove the E-Media Kiosk and return the premises to its original condition.


MOU, E-Media Kiosk,
Library T-8 KR, 9.1.16
a) LIBRARY shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

b) LIBRARY shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Executive Director with respect to the operation of Airport.

c) LIBRARY shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airport security. LIBRARY and its contractors and agents shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations ("CFR") Sections 1500 through 1550 and 14 CFR Part 129, including the establishment and implementation of procedures acceptable to the Executive Director to control access to and from the Demised Premises in accordance with the Airport Security Program required by CFR Sections 1500 through 1550.

d) LIBRARY shall cooperate with AIRPORT to maintain Airport security and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airport security.

e) All civil penalties levied by the TSA for violation of TSA Regulations by LIBRARY shall be the sole responsibility of LIBRARY. LIBRARY agrees to indemnify City for any federal civil penalties amounts City must pay due to any security violation arising from the use of Demised Premises or the breach of any obligation imposed by this Section.


a) LIBRARY shall be solely responsible for fully complying with any and all applicable present and/future laws, rules, regulations, restrictions, ordinances, statutes, including but not limited to the Americans With Disabilities Act, the Unruh Act, Disabled Persons Act and/or the Air Carrier Access Act, and/or orders of any federal, state, and/or local governmental entity and/or court regarding the E-Media Kiosk. LIBRARY shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, LIBRARY's noncompliance.

b) Should LIBRARY fail to comply with Section 7a, then AIRPORT shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. LIBRARY will then be required to reimburse AIRPORT for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.


9. Respond to all service to requests by AIRPORT to repair the E-Media Kiosk.
10. Assume all costs to procure, initialize, deliver, install (set-up), operate and repair the E-Media Kiosk. This includes all costs for data and content.

11. Remove the E-Media Kiosk at the written request of AIRPORT or upon the expiration of this MOU.

12. Respond and be responsible for all customer complaints.


14. LIBRARY must keep records showing use of the E-Media Kiosk. Such records must track the identity of the books, magazines, matters, etc., downloaded and the number of downloads each month. Such records shall be maintained for eight (8) years and emailed to AIRPORT within five (5) days of any written request made by AIRPORT.

B. AIRPORT

1. Direct all customer complaints to LIBRARY at the following telephone number: (213) 228-7195.

2. Assume all costs for electricity (i.e., payment of any utility bill) for the use of the E-Media Kiosk.

3. Allow LIBRARY to run data cables through Terminal 8 in accordance with AIRPORT guidelines and instructions and the terms of this MOU.

4. Inform LIBRARY of the need to repair or service the E-Media Kiosk, including damage by vandalism or accidents.

SECTION 4 – REPRESENTATIVES OF THE PARTIES

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

   Telephone: (213) 228-7515

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

B. Department of Airports
   Deborah Flint, Chief Executive Officer
   1 World Way
   P.O. Box 92216
   Los Angeles, CA 90009-2216

   Telephone: (424) 646-6250
AIRPORT shall provide LIBRARY with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

SECTION 5 – INDEMNIFICATION AND LIABILITY
LIBRARY undertakes and agrees to defend, indemnify and hold harmless AIRPORT and any of its Boards, Officers, Agents, and Employees from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred, including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LIBRARY employees and agents, or damage or destruction of any property of either party hereto or of third parties relating in any manner to the Terminal 8 E-Kiosk or arising in any manner by reason of the negligent acts, errors or omissions of the LIBRARY or its Officers, Employees, Agents, Contractors or Subcontractors of any tier. This provision shall survive expiration or termination of this MOU.

SECTION 6 – LOCATION AND ASSIGNMENT
LIBRARY acknowledges that the AIRPORT has sole discretion on the location of the E-Media Kiosk at Terminal 8 and LIBRARY has no rights to relocation upon the expiration or sooner termination of this MOU. This MOU is non-assignable and any purported assignment shall be void and result in the immediate termination of this MOU.

SECTION 7 – ATTORNEY'S FEES
In any action to enforce the terms of this Agreement, each party will be responsible for its own costs and attorney's fees.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives.

The City of Los Angeles, Library Department

By__________________
JOHN F. SZABO, City Librarian

Date:__________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By__________________
Assistant/Deputy City Attorney

Date:__________________

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By__________________
Deputy City Clerk

Date:__________________

The City of Los Angeles
Department of Airports

By__________________
DEBORAH FLINT, Chief Executive Officer

Date:__________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By__________________
Assistant/Deputy City Attorney

Date:__________________

MOU, E-Media Kiosk,
Library T-8 KR, 9.1.16
EXHIBIT E

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

September 29, 2016

To: Board of Library Commissioners
From: John F. Szabo, City Librarian
Subject: AGREEMENT WITH THE DEPARTMENT OF CONVENTION AND TOURISM DEVELOPMENT TO PROVIDE AN E-MEDIA KIOSK AT THE LOS ANGELES CONVENTION CENTER

A. RECOMMENDATIONS

That the Board of Library Commissioners (Board):

1. Authorize the City Librarian, or designee, to enter into the attached Memorandum of Agreement (Agreement) with the Department of Convention and Tourism Development to provide an e-Media Kiosk at the Los Angeles Convention Center;

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

3. Adopt the attached Resolution regarding the Agreement.

B. BACKGROUND

1. The Los Angeles Convention Center is owned by the City of Los Angeles Department of Convention and Tourism Development (CTD) and is operated by a private management company.

2. The Convention Center hosts an average of 300 events annually with thousands of people attending major conventions, trade shows, exhibitions, meetings and other special events.

3. The Los Angeles Public Library (LAPL) and CTD have agreed to place a Library e-Media Kiosk at the Convention Center to allow the public to access LAPL's electronic materials, such as electronic books, music, videos, and digital photographs.

4. The Agreement will be for a term of three (3) years and either party may terminate without cause. LAPL will deliver and set-up the e-Media Kiosk and provide data and content. Both parties will collaborate to promote and create
awareness of the e-Media Kiosk through the use of their websites and social media.

5. The Agreement has been reviewed by the Office of the City Attorney and the City Risk Manager.

Prepared by:   Susan Broman, Director of Emerging Technologies and Collections

Reviewed by:  Kristina Morita, Assistant General Manager

Attachment A:  Memorandum of Agreement
Attachment B:  Resolution
September 29, 2016

LIBRARY RESOLUTION NO. 2016-49 (C-44)

RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to enter into a Memorandum of Agreement (MOA) with the Department of Convention and Tourism Development to provide an e-Media Kiosk at the Los Angeles Convention Center; and

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

This is a true copy:

Acting Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
THE DEPARTMENT OF CONVENTION AND TOURISM DEVELOPMENT
FOR
AN E-MEDIA KIOSK AT THE LOS ANGELES CONVENTION CENTER

This Memorandum of Agreement (MOA) is entered into as of ______, 2016, by
and between the Los Angeles Public Library (hereinafter "LIBRARY") and the Department
of Convention and Tourism Development (hereinafter "CTD"), to provide an e-media Kiosk
at the Los Angeles Convention Center. LIBRARY and CTD may be referred to herein
individually as a "PARTY" or collectively as the "PARTIES".

RECITALS

WHEREAS, LIBRARY seeks to provide the public with electronic materials at non-
Library locations throughout the City of Los Angeles through the installation, operation and
maintenance of an e-Media Kiosk, and;

WHEREAS, CTD, as a representative of the City, owns the Los Angeles
Convention Center located at 1201 South Figueroa Street, Los Angeles CA 90015; and,

WHEREAS, CTD has hired a private management company to operate the Los
Angeles Convention Center on behalf of the City ("Private Operator" or "Operator"); and,

WHEREAS, PARTIES have agreed to collaborate on providing an e-Media Kiosk
at the Los Angeles Convention Center.

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

SECTION 1 – PURPOSE
The purpose of this MOA is to authorize limited use of the Los Angeles Convention Center,
controlled by CTD, for LIBRARY to install, operate and maintain an e-media Kiosk for use
by the public to download electronic books, music, videos, and other electronic materials
onto their personal devices. The e-Media Kiosk and all fixtures shall be and at all times
remain the property of LIBRARY. Except as stated in this MOA, all costs to install, operate
and maintain the e-Media Kiosk at the Los Angeles Convention Center shall be borne by
LIBRARY.

SECTION 2 – TERM
The term of this MOA will commence upon formal execution of this MOA and shall continue
for a period of three (3) years from the date written above.
Either PARTY may terminate this MOA without cause by providing the other PARTY thirty (30) days formal written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic mail.

Immediately upon the expiration or sooner termination of this MOA and in coordination with CTD and/or Private Operator, LIBRARY shall remove and bear all costs to remove the e-Media Kiosk from the Los Angeles Convention Center.

SECTION 3 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Los Angeles Public Library (LIBRARY)

1. Procure, initialize, deliver and install (set-up) an e-Media Kiosk on an agreed upon date at the Los Angeles Convention Center in coordination with the CTD and/or the Private Operator.

2. Respond to all service requests by CTD or the Private Operator to repair the e-Media Kiosk, within a maximum of three (3) business days of receiving any service requests.

3. Assume all costs to procure, initialize, deliver, install (set-up), operate and repair the e-Media Kiosk. This includes all costs for data and content.

4. Remove the e-Media Kiosk at the written request of CTD or upon the expiration of this MOA. The e-Media Kiosk shall be removed by LAPL no later than thirty (30) days of the expired or terminated MOA, or on a mutually agreed upon date with the CTD and/or the Private Operator.

5. Promote and create awareness of the e-Media Kiosk at the Los Angeles Convention Center through the use of the LAPL website and social media. Collaborate with CTD on promotional outreach.

6. Respond and be responsible for all customer complaints.

7. Train Private Operator staff on the use of e-Media Kiosks to download electronic materials on an agreed upon date with the CTD and/or the Private Operator.

B. Department of Convention and Tourism Development (CTD)

1. Inform CTD and/or Private Operator staff on the purpose of the e-Media Kiosk and ensure the availability of the e-Media Kiosk during normal working hours.

2. Direct all customer complaints to LIBRARY at the following telephone number: (213) 228-7195.
3. Assume all costs for utilities (i.e., electricity) for the use of the e-Media Kiosk.

4. Allow LIBRARY to run data cables through the Los Angeles Convention Center in accordance with CTD and/or Private Operator guidelines and instructions.

5. Collaborate with LIBRARY on promotional outreach to create awareness of the e-Media Kiosk at the Los Angeles Convention Center.

6. Inform LIBRARY of the need to repair or service the e-Media Kiosk, including damage by vandalism or accidents.

SECTION 4 – REPRESENTATIVES OF THE PARTIES AND PRIVATE OPERATOR

A. Los Angeles Public Library
   John F. Szabo, City Librarian
   630 West Fifth Street, 4th Floor
   Los Angeles, CA 90071
   Telephone: (213) 228-7515

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

B. Department of Convention and Tourism Development
   Robert "Bud" Ovrom, Executive Director
   1201 South Figueroa Street
   Los Angeles, CA 90015
   Telephone: (213) 741-1151
   Email: Bud.Ovrom@lacity.org

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

C. Private Operator
   AEG Facilities, LLC.
   Brad Gessner, Sr. Vice President & General Manager
   1201 South Figueroa Street
   Los Angeles, CA 90015
   Telephone: (213) 765-4600
   Email: bgessner@lacclink.com
D. PARTIES reserve the right to appoint a senior level employee to act as a representative in the absence of the above stated representatives.

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

SECTION 6 – INDEMNIFICATION AND LIABILITY
LIBRARY undertakes and agrees to defend, indemnify and hold harmless CTD and Operator and any of its Boards, Officers, Agents, Employees, Assigns, and Successor in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney’s fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred, including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person including CTD and Operator employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions incident to the performance of this MOA by CTD and Operator or its Officers, Employees, Agents or Subcontractors of any tier. This provision shall survive expiration or termination of this MOA.

SECTION 7 – LOCATION AND ASSIGNMENT
LIBRARY acknowledges that CTD and Operator has sole discretion on the location of the e-Media Kiosk at the Los Angeles Convention Center and LIBRARY has no rights to relocation upon the expiration or sooner termination of this MOA. LIBRARY and CTD and Operator will work cooperatively to identify a suitable location for the placement of the e-Media Kiosk. This MOA is non-assignable and any purported assignment shall be void and result in the immediate termination of this MOA.

SECTION 8 – NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that LIBRARY shall be the exclusive provider of such services and/or materials to CTD and Operator or that LIBRARY shall be prevented from providing e-Media Kiosks to other municipal or non-municipal locations. CTD and Operator retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement.

SECTION 9 – INCORPORATION OF DOCUMENTS
This MOA represents the entire integrated agreement between PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This MOA may not be changed or modified in any manner except by formal, written amendment fully executed by both PARTIES.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the PARTIES hereto have caused this Memorandum of Agreement to be executed by their respective duly authorized representatives.

The City of Los Angeles,  
Library Department

By_________________________  
JOHN F. SZABO, City Librarian

Date: _______________________  

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By_________________________  
Arietta Maria Brimsey, Deputy City Attorney

Date: _______________________  

Department of Convention and  
Tourism Development

By_________________________  
ROBERT OVROM, Executive Director

Date: _______________________  

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By_________________________  
Kimberly Miera, Deputy City Attorney

Date: _______________________  

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By_________________________  
Deputy City Clerk

Date: _______________________
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

September 29, 2016

To: Board of Library Commissioners

From: John F. Szabo, City Librarian

Subject: APPROVAL OF GRANT AGREEMENT WITH S. MARK TAPER FOUNDATION TO CREATE A DIGITAL COMMONS IN CENTRAL LIBRARY

RECOMMENDATIONS:

1. That the Board of Library Commissioners approve the attached Grant Agreement (Agreement) between the Los Angeles Public Library (LAPL), Library Foundation of Los Angeles (LFLA) and S. Mark Taper Foundation (SMTF). The Agreement provides for the creation, funding and naming of the Digital Commons.

2. Authorize the City Librarian and City Attorney to make technical changes as needed to the Agreement.

3. Authorize the President of the Board of Library Commissioners to execute the Agreement on behalf of the library.

4. Adopt the attached Resolution regarding the Agreement between Los Angeles Public Library, the Library Foundation of Los Angeles and S. Mark Taper Foundation.

BACKGROUND

1. The Los Angeles Public Library and the Library Foundation of Los Angeles has a long history with the Mark Taper Foundation. In 1990, the Mark Taper Foundation donated $1,000,000 to construct the auditorium in the Central Library. The Taper Auditorium continues to be a popular and high demand venue.

2. In 2002, the Mark Taper Foundation dissolved and assigned all interests, rights and obligations to the S. Mark Taper Foundation. In 2002,
SMTF donated $290,000 to furnish and equip three public rooms in the Pio Pico Branch Library: the Adult Literacy Center, community room and technology training center.

3. The Taper Foundation has also donated $80,000 for use by the Felipe de Neve Branch Library in 1997 and $150,000 in 2011 to enhance LAPL’s adult literacy program. Historically, the Taper Foundation has been very generous to the library.

DESCRIPTION OF NEW DIGITAL COMMONS PROJECT AT CENTRAL LIBRARY

1. Working with LAPL, the LFLA submitted a successful grant proposal to SMTF to fund a new digital commons area in the Central Library. The digital commons would be located on Lower Level 3, adjacent to the existing Computer Center. The digital commons would be a welcoming space that will include computer equipment and furniture to increase the public’s access and use of digital resources as well as enable library staff to offer technology, computer and digital literacy workshops. The east wall of the 950 square foot digital commons area will also feature a large video wall to promote library resources, programs and services.

2. Pfeiffer Partners is a consultant on the project. Norman Pfeiffer was the lead architect on the Central Library renovation and addition project.

SUMMARY OF KEY GRANT AGREEMENT TERMS

1. The Grant Agreement provides $500,000 toward the construction of the Digital Commons. SMTF has already given $450,000 to LFLA; the remaining $50,000 will be provided when the contract requirements are met.

2. The target date of the opening of the Digital Commons to the public is National Library Week in April 2017.

3. By July 1, 2017, all equipment, furniture and improvements must be procured and installed. The Digital Commons must be fully functional and open to the public. If these conditions are not met, the next deadline is July 1, 2018. If the contract requirements are met by July 1, 2018, the final $50,000 payment will be provided by December 31, 2018. If all contract requirements are not met by July 1, 2018, SMTF may request LFLA to return the $450,000.
4. The Digital Commons is to be named the "S. Mark Taper Foundation Digital Commons" for a period of no less than 50 (fifty) years. LAPL has the ability to update the "Digital Commons" portion of the name during the naming period.

5. LAPL is responsible for the general maintenance of the Digital Commons.

6. Staff from the Office of the City Attorney and the City Risk Manager have reviewed this agreement.

Prepared by: Susan Broman, Director of Emerging Technologies and Collections

Reviewed by: Kris Morita, Assistant General Manager
LIBRARY RESOLUTION NO. 2016-50 (C-45)

WHEREAS, the Los Angeles Public Library (LAPL), the Library Foundation of Los Angeles (LFLA) and the Mark Taper Foundation have had a long history together. Since 1990, the Mark Taper Foundation and its successor, the S. Mark Taper Foundation (SMTF) have contributed approximately $1,520,000 to the library; and

WHEREAS, LAPL, LFLA and SMTF desire to enter into a grant agreement (Agreement) to create a Digital Commons in the Central Library to provide a welcoming space and lounge area for the public to access digital resources. LAPL staff will be able to offer technology and digital literacy workshops to the public. Also, the Digital Commons will feature a large video wall to promote library resources, programs and services; and

WHEREAS, the City Librarian and City Attorney are authorized to make technical changes as needed to the Agreement; and

WHEREAS, the President of the Board of Library Commissioners is authorized to execute the Agreement on behalf of the library:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approves the grant agreement to create a Digital Commons in the Central Library.

This is a true copy:

Acting Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
GRANT AGREEMENT
September 1, 2016

Library Foundation of Los Angeles
630 W. Fifth Street
Los Angeles, California 90071

I. Recitations

1. The S. Mark Taper Foundation, a corporation formed under the Nonprofit Public Benefit Corporation Law of the State of California (hereinafter “SMTF”), and the Library Foundation of Los Angeles, a 501(c)(3) tax-exempt charitable organization incorporated under the laws of the State of California (hereinafter “LFLA”) each signed a grant agreement dated October 27, 2015, and effective as of November 18, 2015 (hereinafter “October 2015 Grant Agreement”). The October 2015 Grant Agreement provided for execution by the Public Library of Los Angeles (hereinafter “LAPL”). LAPL ultimately did not sign the document, so the October 2015 Grant Agreement was never fully executed. Pursuant to the terms of the October 2015 Grant Agreement, SMTF transferred the sum of $450,000 (four hundred fifty thousand dollars) to LFLA via wire transfer on December 8, 2015.
2. LAPL has requested several changes to the terms of the October 2015 Grant Agreement. The present Grant Agreement dated September 1, 2016 (hereinafter "this Agreement"), is the result of that request.

3. SMTF and LFLA agree to terminate the October 2015 Grant Agreement. Such termination will only be effective once all required signatures, including those of LAPL, have been affixed to this Agreement. The effective date of this Agreement will be the date the final required signature is affixed. If, for any reason, this Agreement is not fully executed by May 31, 2017, it may be declared of no further effect at SMTF’s sole option, as further described in Section II, Paragraph 1.

4. LFLA acknowledges receipt of the December 8, 2015 payment of $450,000 (four hundred fifty thousand dollars) which is currently being held in a separate restricted account and agrees to apply that payment as consideration for this Agreement.

5. As with the October 2015 Grant Agreement, the purpose of this Agreement is to specify the terms of a donated sum (hereinafter "Gift") by SMTF to LFLA in relation to the renovation of the atrium on lower level three of the Central Library to create a digital commons space, as more fully described in Section 1, Paragraph
The Gift is to be used solely for the purposes and subject to the terms and conditions provided in this Agreement.

6. Founded in 1992, LFLA supports LAPL by designing and funding programs, services, and projects to enhance the resources available to the library’s visitors. Through a combination of fundraising, advocacy and programming, LFLA raises awareness of the resources available at LAPL’s Central Library and branch libraries and makes these resources accessible to a diverse array of Los Angeles County residents by assuring that these resources and programs are free of charge and varied in focus.

7. On March 26, 1991, LAPL executed a Grant Agreement with the Mark Taper Foundation (hereinafter referred to as the “1991 Grant Agreement”). The Mark Taper Foundation’s financial obligations relative to the 1991 Grant Agreement were fulfilled on October 4, 1993. Pursuant to the 1991 Grant Agreement, LAPL agreed to name the Auditorium in the Central Library the “Mark Taper Auditorium”.

8. The Mark Taper Foundation was dissolved on September 5, 2002, and, prior to the date of dissolution, the Mark Taper Foundation assigned all interests, rights and obligations with respect to the 1991 Grant Agreement to SMTF.
9. The terms and conditions of the 1991 Grant Agreement shall continue in full force. No representations or provisions in the 1991 Grant Agreement will change or affect any terms of this Agreement and no representations or provisions in this Agreement will change or affect any terms of the 1991 Grant Agreement.

10. LFLA and LAPL are collaborating to renovate the atrium on lower level three of the Tom Bradley wing of the Central Library to create an innovative digital commons space of approximately 950 square feet (hereinafter “Digital Commons”). The Central Library is located at 630 W. Fifth Street, Los Angeles, CA 90071. The renovation consists of electrical and broadband upgrades and the installation of furniture and equipment including, but not limited to, an 18-bay laptop/tablet vending machine, two charging towers, lighting, desks and chairs. Digital Commons will also have a large video wall to provide cultural programming, “simulcast” and rebroadcast sold-out library programs and provide relevant educational content. Additionally, the Digital Commons will have a separate screen to advertise current and upcoming library programming. This renovated space will initially be staffed by a “Cybernaut” and it will help meet the demand for digital resources at the Central Library. The renovation is scheduled to take place in winter 2016/spring 2017 with the Digital Commons opening to the public by National Libraries Week in April 2017.
11. Consistent with LFLA’s grant request application dated June 30, 2015, as well as electronic mail correspondence dated July 9, July 10 and September 25, 2015, in-person conversations on October 15, 2015 and May 31, 2016 and a “Digital Commons Term Sheet” received by SMTF via electronic mail on May 31, 2016 (hereinafter collectively referred to as “Application”), the Gift will fund capital improvements and equipment for the Digital Commons.

12. LFLA expressly covenants that it has the financial resources to complete the project as described in the Application.

13. Until the renovation is complete and all programming has commenced in the Digital Commons, notice of any significant or material changes in the design, plans, scope of project, renovation schedule, timelines or other representations in the Application, or to the timeline required by Section VII, Paragraph 1(a) of this Agreement, must be received by SMTF in writing at least one month prior to the intended implementation of any such change.

14. The Gift is made on the condition, and LFLA and LAPL expressly covenant, that LFLA, LFLA’s Board of Directors, LAPL and any contractual partners -- their physical resources, image, staffing, conduct, financial condition, operational environment and relationship with SMTF -- will be managed and maintained in a
manner that will reflect well upon the name of SMTF and will adhere to the covenants, warranties and other provisions herein.

II. The Gift

1. The Gift by SMTF to LFLA shall be the total sum of $500,000 (five hundred thousand dollars). The first installment of $450,000 (four hundred fifty thousand dollars) was paid on December 8, 2015, and as stated above in Section I, Paragraph 4, LFLA agrees to apply that payment as consideration for this Agreement.

This first installment payment must continue to be held in a separate, restricted account in the name of the LFLA. The first installment payment may only be released for use by LFLA if the following condition is met no later than May 31, 2017:

a) SMTF receives a copy of this Agreement, signed by all representatives for all parties, including LFLA and I.API, as indicated on the signature page of this agreement.
If this requirement for release of funds for use by LFLA in the separate restricted account is not met by May 31, 2017, (1) payment of the subsequent installment is not required, and (2) at SMTF’s option, this Agreement may be rescinded and SMTF reserves the right, in its sole discretion, to require the return of the $450,000 previously paid to LFLA by SMTF on December 8, 2015.

2. With respect to the final installment of SMTF’s Gift, payment of $50,000 (fifty thousand dollars) will be made by December 31, 2017, provided that all of the following conditions are met by July 1, 2017:

   a) The requirements for release of funds from the separately restricted account have been met;

   b) All improvements, including furniture, included in the plan for the Digital Commons have been completed and are fully operational;

   c) All equipment included in the Digital Commons as described in Section I Paragraph 10 has been installed and is fully operational;

   d) The Digital Commons is staffed by a Cybernaut as described in Section I, Paragraph 10;

   e) SMTF has received a copy of the final inspection sign-off issued by the City of Los Angeles;

   f) The Digital Commons is open to the public and in full use;
g) All SMTF Signage (as described in Section III below) has been approved in writing by SMTF and installed as required; and

h) SMTF has received a letter from the Chair of LFLA’s Board of Directors indicating that (a) through (g) above have been met.

If any of the conditions (a) through (h) in this paragraph is not met by July 1, 2017, payment will be made by December 31, 2018, provided that all conditions (a) through (h) in this paragraph are met by July 1, 2018. If all conditions are not met by July 1, 2018, (1) payment of the final installment is not required, and (2) at SMTF’s option, this Agreement may be rescinded and SMTF reserves the right, in its sole discretion, to require the return of the $450,000 previously paid to LFLA by SMTF on December 8, 2015.

3. SMTF reserves the right to accelerate payment of all or a portion of the final installment of the Gift at its sole discretion. In such a case, the amount of the subsequent installment, if any, would be adjusted accordingly. All payments shall be subject to the terms and conditions of this Agreement.

4. If, at any time after the signing of this Agreement, LFLA or LAPL considers postponing, abandoning, significantly altering its funding of, commencement of and/or completion of the renovation activities for the Digital Commons, SMTF
must receive written communication from LFLA of such considerations at least one month before any action is taken.

5. If, at any time after the signing of this Agreement, LFLA or LAPL breaches any material provision of this Agreement, SMTF reserves the right, after a reasonable notice and cure period of thirty (30) days from the date notice is sent using the method described in Section VIII, Paragraph 2 of this Agreement, to rescind this Agreement and require that LFLA return all or part of the Gift payments to date -- the choice being at the sole discretion of SMTF.

6. LFLA and LAPL may not use Gift for any purpose other than costs associated with the renovation of the Digital Commons.

III. Signage

1. In honor of the Gift, LFLA and LAPL offer and SMTF accepts that the Digital Commons as described in Section I, Paragraph 10 of this agreement will be named the “S. Mark Taper Foundation Digital Commons” for a period of no less than 50 (fifty) years or, if earlier, a period ending when SMTF withdraws the use of its name pursuant to Section III, paragraph 8 below (hereinafter “Naming Period”). The Naming Period will commence with the payment of the final installment of the Gift.
2. During the Naming Period, LFLA shall cause to be erected and affixed, at the entrances to the S. Mark Taper Foundation Digital Commons, signs and/or plaques bearing the name, “S. Mark Taper Foundation Digital Commons” (hereinafter in this Agreement, “SMTF Digital Commons”). In addition, during the Naming Period, the name “S. Mark Taper Foundation Digital Commons” will be displayed electronically on or affixed to both the large video wall and the separate screen.

3. Any wayfinding or directional signage necessary to guide patrons to the Digital Commons during the Naming Period will reference the full name, “S. Mark Taper Foundation Digital Commons.”

4. LAPL has the right to update the “Digital Commons” portion of the name during the Naming Period. Any such name change during the Naming Period will retain the SMTF name and will be subject to the signage provisions stated in Section III, Paragraph 9 below.

5. At the primary sites for donor recognition at the Central Library and the Digital Commons, appropriate recognition of the Gift shall be provided throughout the Naming Period. The choice and description of the appropriate category at these
donor recognition sites shall be discussed with, and provided in writing to, SMTF at least one month prior to selection.

6. The quantity, location, drawings, design, dimensions, fabrication and wording of all signs, plaques and inscriptions that include the name S. Mark Taper Foundation (hereinafter “SMTF Signage”) will be submitted in writing to SMTF for its written approval at least one month prior to work commencing thereon.

7. No signage in the lower level three atrium space (bound by the Grand Avenue wall to the escalators (length), the green columns to the glass wall (width), and from the tiled floor of lower level three to the Grand Avenue windows (height)) resulting from a gift or grant that is smaller than the Gift shall be larger or more prominent (e.g., width, height, placement, color or size of lettering) than SMTF Signage, unless SMTF provides written approval one month in advance for an exception. No signage or future construction by LFLA or LAPL in the lower level three atrium space as described in the previous sentence shall obstruct to any degree the view of SMTF Signage unless SMTF provides advance written approval one month in advance. The location, drawings, design, dimensions and fabrication of any other signs, plaques or inscriptions that in the future may diminish the impact of SMTF Signage will be submitted to SMTF for its written approval one month prior to being erected.
8. SMTF has the right, upon at least six months' notice, to withdraw the name “S. Mark Taper Foundation” from its use by LFLA or LAPL. If SMTF exercises this right, LFLA will cause to be removed, at its expense, all signage that SMTF specifies with the name “S. Mark Taper Foundation.”

9. Any future change to the appearance, location or wording of SMTF Signage during the Naming Period must be submitted to SMTF in writing and must receive SMTF’s written approval at least one month prior to the start of any work on such changes. This includes any future update, change, refurbishment or repair of SMTF Signage. If, at any time during the Naming Period, LFLA or LAPL upgrade all or any part of their signage at the SMTF Digital Commons, they shall comparably upgrade SMTF Signage after having received SMTF’s written approval of such upgrades at least one month prior to the start of any work on those upgrades. LFLA shall bear the expense of any such signage changes.

IV. Representations and Warranties

1. LFLA and LAPL acknowledge that the Gift herein is given to LFLA by SMTF in reliance upon the following additional covenants, representations and warranties of LFLA and LAPL to SMTF, which shall be accurate and complete in all material respects as of the date of both this Agreement and the date of the Gift,
and shall survive throughout the Naming Period as long as LAPL or its successor entity shall own the current property, own or lease any replacement or successor property or continue to operate as a nonprofit organization. LFLA and LAPL represent and warrant the following:

a) LAPL is the sole owner of the property that includes the Digital Commons;

b) LAPL will be the sole operator of activities and operations that take place in the Digital Commons;

c) In lieu of commercial insurance, LAPL, through the City of Los Angeles, currently self-administers, defends, settles and pays 100% of any third-party claims for bodily injury, personal injury, death and/or property damage for which it has been found liable;

d) Based upon their current financial condition and projections, LFLA and LAPL have the financial capability to complete renovation of the SMTF Digital Commons, to maintain the SMTF Digital Commons per LAPL’s general maintenance standards and to sustain its operation. Any material change in such financial capability shall be communicated to SMTF in writing within one month following LFLA’s or LAPL’s determination of such a change;
e) LAPL will maintain the SMTF Digital Commons in good condition and repair per LAPL’s general maintenance standards such that it will reflect well upon LFLA, LAPL and SMTF;

f) LFLA is and will continue to be a nonprofit organization duly organized, validly existing and in good standing under and pursuant to the laws of California and exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, and any successor tax statute (hereinafter “Code”), as an organization described in Section 501(c)(3) of the Code and under the comparable laws of the State of California. LFLA is not and will not constitute in the future a “private foundation” as defined by the provisions of Section 509(a) of the Code. The effect of the Gift on LFLA’s status under such Code sections will not make untrue or incorrect or operate to invalidate any of LFLA’s covenants, warranties or representations contained herein. LFLA will inform SMTF in writing within five working days of any alterations in LFLA’s organization, structure, activities, etc., or any change, either threatened or actual, which may adversely affect its tax exempt status or make untrue or incorrect any of LFLA’s covenants, warranties or representations contained herein, and shall furnish a written statement or other assurance as may be requested by SMTF;

g) This Agreement may not be assigned, transferred or hypothecated by LFLA or placed in any form of escrow with a third party. All covenants,
warranties, representations, agreements and other obligations herein shall be binding upon and inure to the benefit of the respective successors of the parties hereto, including any successor of LFLA by merger, liquidation, consolidation or transfer of assets;

h) LFLA's and LAPL's obligations under this Agreement are unique and the benefits and rights of SMTF hereunder are uniquely special to it. If LFLA or LAPL should default in any of their obligations hereunder, the parties expressly acknowledge and agree that it is likely to be extremely impracticable to measure the resulting damages. Accordingly, in addition to any other available rights or remedies SMTF may have as a result of such a breach by LFLA or LAPL, SMTF may sue in equity for, *inter alia*, specific performance or for an injunction requesting an action of LFLA or LAPL to cease or be taken, whichever is appropriate with respect to SMTF's rights hereunder, and LFLA and LAPL expressly waive the defense that a remedy in damages will be adequate. However, before SMTF pursues an action against LFLA or LAPL under this paragraph (h), SMTF shall provide LFLA or LAPL with written notice of the alleged breach and LFLA or LAPL shall have thirty (30) days from the date of such notice in which to cure any such breach. In the event LFLA or LAPL are unable or unwilling to cure the alleged breach within said thirty (30) day period, SMTF shall have the right to proceed as provided for under this paragraph (h);
i) The request for and receipt of the Gift, and the execution and delivery of this Agreement, have been duly authorized by LFLA’s and LAPL’s governing bodies. Neither the request for nor the receipt of the Gift will violate any of the provisions of LFLA’s or LAPL’s governing instruments, any contract or other agreement with any third party, or threaten or invalidate the exempt status of LFLA under the Code;

j) The information heretofore or hereafter provided by LFLA to SMTF does not either omit a material fact or contain any statement which is false or misleading in any material respect; and

k) LFLA agrees that it will not use the Gift for any of the following purposes:
   i) To carry on propaganda, or otherwise attempt to influence legislation or engage in lobbying of elected or appointed governmental officials;
   ii) To influence the outcome of any specific public election, or to carry on, directly or indirectly, partisan election activities; and
   iii) To make any use of the Gift for any purpose other than those described in this Agreement.

V. Possible Future Events
1. The parties to this Agreement recognize that conditions may change subsequent to the granting of the Gift. For example, LFLA or LAPL may change their names, merge with other entities, dissolve or otherwise change their form of business or operations. In the event of any contingency not specifically contemplated below, or in the event that a contemplated contingency occurs but the language below does not provide sufficient guidance, the parties hereto acknowledge the following general principles:

a) Provisions regarding SMTF Signage for the SMTF Digital Commons are considered to be material to this agreement, and any changes in any signage by LFLA or LAPL during the Naming Period will recognize this fact;

b) All covenants, representations, warranties and conditions shall cover any and all actions that occur during the Naming Period. All covenants, representations, warranties and conditions, including provisions for SMTF Signage, shall be binding on any successors and tenants; and

c) LFLA or LAPL shall make every reasonable effort, in good faith, to perpetuate the existence and operation of the SMTF Digital Commons, incorporating any changes approved by SMTF pursuant to Section V, Paragraph 2 (d) below, during the Naming Period and shall strictly comply with the requirements herein regarding SMTF Signage.
2. More specifically, LFLA and LAPL agree that throughout the Naming Period:

a) In the event of any sale, merger, dissolution, liquidation, expansion, transfer, spin-off, change of legal name, or other change in LFLA’s or LAPL’s form of business, any successor, transferee or new entity resulting from such change shall be subject to the covenants, obligations and all other terms and conditions of this Agreement;

b) LFLA, LAPL or the successor entity will inform SMTF in writing of any such change in the form of business within two weeks of such a change;

c) In the event of any material change in the scope, purpose or function of the SMTF Digital Commons, LFLA or LAPL will advise SMTF in writing at least one month in advance of such anticipated changes and will receive SMTF’s written acknowledgement of such change;

d) In the event of any material change in the scope, purpose or function of the SMTF Digital Commons, or of the physical space comprising the SMTF Digital Commons, including future renovations, LFLA will advise SMTF in writing at least one month in advance of such anticipated changes and will receive SMTF’s prior written approval of such change;

e) “Replacement Facility,” for the purposes hereof, shall mean any facility, wherever located, that is acquired, leased or used by LAPL and operated as a successor to the Central Library, and/or that contains all or a substantial majority of the programmatic services and/or carries on
previous or similar activities provided by LAPL at the Central Library, as described in the relevant part of LFLA’s Application to SMTF;

f) Any Replacement Facility shall contain a space named for SMTF (hereinafter “Named Space”);

g) Any Named Space shall be equivalent to the SMTF Digital Commons incorporating any changes approved by SMTF pursuant to Section V, Paragraph 2 (d) above. For purposes of this paragraph, equivalence will be determined by a combination of factors including, but not limited to, size, purpose, frequency of use, and prominence of naming. Equivalence will be determined at SMTF’s sole discretion. LFLA and LAPL shall provide SMTF with suggestions for the Named Space at least one month prior to the loss of the SMTF Digital Commons and are required to receive SMTF’s prior written approval of such change. The Named Space shall be subject to all of the requirements regarding SMTF Signage approvals as described in Section III of this Agreement;

h) Any Replacement Facility and Named Space shall be subject to the covenants, obligations and all of the terms and conditions hereunder, including, but not limited to, the covenants concerning SMTF Signage as hereinabove provided;

i) If, for any reason, LFLA or LAPL remove the SMTF Digital Commons from the Central Library, or if the SMTF Digital Commons (incorporating any changes approved by SMTF pursuant to Section V, Paragraph 2 (d)
above) is not used by LFLA or LAPL for the purposes herein, SMTF will be offered another Named Space, as described above and subject to the covenants, obligations and all of the terms and conditions hereunder, including, but not limited to, the covenants concerning SMTF Signage as hereinabove provided; and

j) If no Replacement Facility as described above is provided, or if no suitable Named Space as described above is provided, the name “S. Mark Taper Foundation” may not be used by LFLA for any purpose in relation to the Gift without at least one month prior written approval of SMTF.

3. Because of the requirements of SMTF Signage, as herein provided, and the attendant publicity and public exposure, LFLA and LAPL covenant that the City will indemnify and hold harmless SMTF and its directors, officers, employees, agents and their respective successors and assigns from and against any and all claims, liabilities, causes of action, damages, costs and expenses, including reasonable attorneys’ fees incurred therein, which the indemnified persons, or any of them, allege to suffer or incur by reason of any claim arising from (a) the Gift to LFLA, (b) any association of SMTF with LFLA and LAPL through SMTF Signage, (c) LAPL’s operation, maintenance or other use of the SMTF Digital Commons, or arising out of any act or conduct of LFLA or LAPL or any of their respective officers, employees or agents or (d) any other term or provision of this Agreement. This indemnification provision will remain in effect for the duration
of the Naming Period and for a period of three (3) years thereafter. Should there be any material change in the indemnification practices of the City, as warranted in Section IV, Paragraph 1(c), the Foundation will be notified of such change within 30 days.

VI. Publicity and Release of Public Information

1. Should LFLA hold an invitational event for the opening and dedication of the Digital Commons, SMTF shall be honored at such event in a manner that is appropriate for the size of the Gift. The details of this event, as well as SMTF’s role therein, must be received and approved by SMTF in a written plan at least one month prior to such event. No public announcement of the Gift shall be made, except to LFLA’s Board of Directors and LAPL’s governing body, without prior written authorization by SMTF and the related required approvals referenced below.

2. Reference to or description of SMTF or the Gift in a public announcement written, released or approved by LFLA or LAPL will require the prior written approval of SMTF. A final copy of any public announcement initiated, written or released by LFLA or LAPL mentioning SMTF or the Gift will be sent to SMTF immediately upon distribution or publication thereof.
3. With regard to all public informational materials or publicity which focus on LFLA, LAPL and the SMTF Digital Commons, including, but not limited to, press releases, brochures, informational videos, social media and visual media, the name “S. Mark Taper Foundation Digital Commons” and, as appropriate, the Gift, shall be referenced, and will require the prior written approval of SMTF. Upon publication or release, a copy of all such public information materials and publicity shall be sent immediately (not as part of any public mass mailing) to SMTF. In the case of media not described above, or in the case of new media (or new forms of current media) not in existence at the time of this Agreement, the provisions of this paragraph are intended to be applicable to the fullest possible extent.

4. At no time shall the name “S. Mark Taper Foundation” be used in abbreviated form except as necessary in legal agreements.

5. Requests by LFLA for SMTF approval, as required by previous paragraphs in this Section VI, must be received as far in advance as possible, and no less than ten business days before a decision is needed, unless otherwise specified.

6. This Agreement shall not be quoted, published or distributed by LFLA or LAPL (except to their officers, Boards of Directors, appropriate staff and agents) without the written consent of SMTF, unless required by law.
VII. Reporting and Accountability

1. LFLA shall cause to be furnished to SMTF, at LFLA’s expense, reports as follows, subject to the dates and further conditions contained in Exhibit I as an addendum to this Agreement:

   a) By October 1, 2016, LFLA shall submit a detailed timeline with specific dates for the renovation of the SMTF Digital Commons;

   b) Monthly project progress reports continuing on the first of each month until the project is completed and occupied. These reports will include: (i) narrative update of progress in relation to the renovation timelines described in Section VII, Paragraph 1(a), including benchmarks achieved since the previous report; (ii) accounting of the cumulative actual renovation expenditures for the SMTF Digital Commons; and (iii) a detailed listing of donations pledged and received to date for the SMTF Digital Commons. The list of donations will clearly indicate which donations are new since the previous report.

   c) Annual progress reports on programming and activities taking place in the SMTF Digital Commons, once it is operational;

   d) Annual audited financial statements for LFLA;
e) Specific plans (including the date) for an invitational event described in Section VI, Paragraph 1 of this Agreement;

f) A report describing LFLA’s plans for announcing the Gift to the general public and to LFLA’s constituency; and

g) Annual assessment of the SMTF Digital Commons’ physical condition, including a description of any planned changes or enhancements.

LFLA will provide other written reports, financial or otherwise, that SMTF may reasonably request from time to time. At the sole discretion of SMTF, reports may be discontinued or the above requirements may be modified as appropriate to future needs upon consideration of a request by LFLA. Exhibit I to this Agreement details the specific due dates and other conditions for the required reports.

VIII. Additional Provisions

1. LFLA and LAPL have in the past received grants from SMTF, and may have had discussions with the SMTF or one or more of its officers, directors, employees and agents thereof. Notwithstanding such grants, and any discussions, representations, understandings and agreements to the contrary, LFLA and LAPL expressly acknowledge and agree that (except for the Gift set forth in this Agreement) LFLA and LAPL do not have any right to receive any money,
property or other thing of value, now or in the future, from SMTF, its officers, directors, employees or agents, whether on the basis of any claimed representation, agreement, estoppel, detrimental reliance, or any other legal or equitable principle.

a) Further, as an express condition precedent to the delivery of the Gift herein, LFLA and LAPL hereby waive and release SMTF, its directors, officers, employees and agents from any and all claims and causes of action, known or unknown, now existing or hereafter arising, including by reason of or resulting from any claimed representation or agreement of SMTF, or any claimed “act” thereof giving rise to estoppel or any alleged detrimental reliance by LFLA, LAPL or any other legal or equitable principle of law affording a remedy to LFLA or LAPL, except as to the covenants of SMTF specifically set forth in this Agreement; and

b) LFLA and LAPL specifically waive the provisions of Section 1542 of the Civil Code of California, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” LFLA and LAPL further agree that no course of conduct, representation, promise, assurance or agreement by SMTF, or its directors, officers, employees or agents heretofore or hereafter made, will create any right of LFLA or LAPL to
receive money, property or other things of value from SMTF except, and then only to the extent of, the Gift set forth in this Agreement.

2. Any notice required by any party under any provision of this Agreement and all requests for SMTF’s written approval which may be or are required to be given by LFLA or LAPL to SMTF hereunder shall be in writing and shall be deemed sufficiently given, made or delivered on the date the same is sent by overnight courier, hand delivery, facsimile, or by United States certified mail, return receipt requested, addressed to the parties as provided below. Upon request from LFLA for verbal approval from SMTF’s Executive Director on individual occasions, such delivery requirements may be waived by SMTF. Receipt by a party of such communication shall be deemed effected on the date shown as delivered by the appropriate official receipt provided by the respective carrier or device. For purposes hereof, each party’s mailing address shall be as follows, or such other address as either party shall notify the other as necessary:

**LFLA**  
The Library Foundation of Los Angeles  
630 W. Fifth Street  
Los Angeles, CA 90071  
Attn: Kenneth Brecher  
President

**SMTF**  
S. Mark Taper Foundation  
12011 San Vicente Blvd., Suite 400  
Los Angeles, CA 90049  
Attn: Adrienne Wittenberg  
Executive Director
3. The waiver by SMTF of any of its rights afforded it under this Agreement, including, without limitation, the right of approval and/or required notices, shall not constitute a waiver of any succeeding rights of SMTF with respect thereto.

4. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by all of the parties hereto or their legal representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, LFLA and LAPI, by their duly authorized signatories, agree to the provisions of this Agreement, including the general release set forth above, effective as of the date when all signatures have been affixed.

S. MARK TAPER FOUNDATION

By: _____________________________
    Janice Taper Lazarof
    Title: President

By: _____________________________
    Adrienne Wittenberg
    Title: Executive Director

LIBRARY FOUNDATION OF LOS ANGELES

By: _____________________________
    Carla J. Christoferson
    Title: Chair, Board of Directors

By: _____________________________
    Kenneth Brecher
    Title: President
LIBRARY FOUNDATION OF LOS ANGELES
July 19, 2016
Page 2 of 31

LOS ANGELES PUBLIC LIBRARY

By: ________________________________
   John Szabo
   Title: City Librarian

By: ________________________________
   Bich Ngoc Cao
   Title: President, Board of Library Commissioners

By: ________________________________
   Arletta Brimsey
   Title: Deputy City Attorney

By: ________________________________
   Holly Wolcott
   Title: City Clerk
EXHIBIT I

This exhibit is an integral part of this Agreement.

The due dates and other conditions for written reports described in Section VII, Paragraph 1 of this Agreement are as follows:

**ANNUAL REPORTS:**

1. Assessment of the physical condition of the SMTF Digital Commons including a description of any planned changes or enhancements
   
   Due on or before: July 15 of each year until further notice during the Naming Period

2. Progress reports on the activities taking place within the SMTF Digital Commons
   
   Due on or before: July 15 of each year until further notice

3. Audited financial statements for LFLA for FYE 6/30/16
   Audited financial statements for LFLA for FYE 6/30/17
   
   No later than April 15, 2017
   No later than April 15, 2018

**MONTHLY REPORTS:**

1. Renovation progress reports as described in Section VII, Paragraph 1(b)
   
   Due on or before: On the first of each month until project is complete and activities have commenced

**SUPPLEMENTAL REPORTS:**

1. An updated detailed timeline with specific dates for the renovation as described in Section VII, Paragraph 1 (a)
   
   Due on or before: By October 1, 2016

2. A report describing LFLA’s plans for announcing SMTF’s Gift to the general public and LFLA’s constituency
   
   Due on or before: Within two weeks of the signing of this agreement by all parties

3. Specific plans for invitational event as described in Section VI, Paragraph 1 of this Agreement.
   
   Due on or before: At least one month prior to event

Unless otherwise stated above, reports should be continued until and unless SMTF receives and approves a request from LFLA for modification or termination.
Reports with the same due date may be combined, but must be clearly marked to indicate which reports are included in the package. Reports should be sent via U.S. Mail to arrive in SMTF’s office by the due dates indicated above.

**Please do not fax or email reports to SMTF.**
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

September 29, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: REQUEST FOR QUALIFICATIONS FOR MARKETING AND PUBLIC RELATIONS CONSULTANTS

A. RECOMMENDATIONS

1. That the Board of Library Commissioners (Board):
   a. Authorize the City Librarian, or designee, to release the Request for Qualifications (RFQ) for Marketing and Public Relations consultants and advertise the RFQ to potential proposers;
   b. Determine, in accordance with Charter Section 1022, that it is more economical that these services be performed by independent contractors than by City employees;
   c. Agree that proposals must be submitted no later than 1:00 PM on Friday, December 2, 2016, to the office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071.

B. FINDINGS

1. The Los Angeles Public Library (LAPL) seeks proposals from firms and individuals (Proposers) to establish a list of qualified marketing and public relations consultants to be retained on an as-needed and as-requested basis to provide the development and implementation of public relations, marketing, point-of-sale and communications services for the LAPL. Based on the work available, consultants on the list will be able to compete for specific projects.

2. The selected marketing and public relations consultants retained by LAPL will be expected to provide services including, but not limited to, campaigns, branding, creative services, media relations, media buying and digital and social media. A complete list of potential activities, projects and assignments are identified in the RFQ Section A.2. Scope of Work. Proposers are NOT required to be able to provide all of the skills or services included in the Scope of Work.
3. Proposers must submit their rates for the services included in their response to the RFQ. The LAPL reserves the right to conduct additional negotiations regarding compensation as appropriate prior to awarding contracts. The LAPL will identify funding for Marketing and Public Relations projects for each project.

4. The selected Proposers will remain on the list for three years. Due to the nature of the services to be provided, appointment to the list does not guarantee that all Proposers will receive a contract.

5. A panel of City staff and subject matter experts will review the proposals. Responses to the RFQ will be evaluated based on overall qualifications and demonstrated experience of the Proposers as well as fees and expenses. The LAPL may choose to conduct interviews with Proposers which may be included as part of the proposal evaluation process. The evaluation process is described in Section D of the RFQ.

6. The RFQ has been reviewed by the Office of the City Attorney as to form.

Prepared by: Madeleine M. Rackley, Business Manager
Reviewed by: Kristina Morita, Assistant General Manager

Attachment 1 Checklist of Marketing and Public Relations Services
Attachment 2 Standard Provisions for City Contracts
September 29, 2016

LIBRARY RESOLUTION NO. 2016-51 (C-46)

RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to release the Request for Qualifications (RFQ) for Marketing and Public Relations consultants and advertise the RFQ to potential proposers;

RESOLVED, To determine, in accordance with Charter Section 1022, that it is more economical that these services be performed by independent contractors than by City employees; and,

FURTHER RESOLVED, To agree that proposals must be submitted no later than 1:00 PM on Friday, December 2, 2016, to the office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071.

This is a true copy:

Acting Board Executive Assistant

Adopted by the following votes:
AYES:
NOES:
ABSENT:
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

REQUEST FOR QUALIFICATIONS
RFQ No. xx-xxx

For

MARKETING AND PUBLIC RELATIONS
CONSULTANTS
REQUEST FOR QUALIFICATIONS

Marketing and Public Relations Consultants

CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

| Date Request for Qualifications (RFQ) Issued: | September |
| Title: | RFQ #xx-xxx  
Marketing and Public Relations Consultants |
| Description: | The Los Angeles Public Library (LAPL) seeks qualified consultants to establish a list of qualified marketing and public relations consultants to be retained on an as-needed and as-requested basis to provide the development and implementation of public relations, marketing, point-of-sale and communications services for the LAPL. |
| Website Address: | [http://labavn.org](http://labavn.org)  
Proposers must register on the Los Angeles Business Assistance Virtual Network (LABAVN) before they can access the RFQ and updates. The Business Inclusion Program (BIP) outreach must be completed 15 days prior to the RFQ due date. See the exact date for this RFQ on the LABAVN website. |
| Term: | Three years |
| Key Dates: | |
| Proposal Due: | December 2, 2016 at 1:00 PM |
| Mandatory Pre-proposal Conference Date: | October 28, 2016 at 10:00 AM |
| BIP Outreach Due Date: | November 9, 2016 |
| Proposal Delivery Address: | Los Angeles Public Library  
Board of Library Commissioners  
630 W. Fifth St.  
Los Angeles, Ca 90071 |
| Contract Administrator: | Robert Morales  
(213) 228-7462  
morales@lapl.org |
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ATTACHMENT 1 Standard Provisions for City Contracts (Rev. 3/09)

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A. PURPOSE OF REQUEST FOR QUALIFICATIONS

1. Introduction

The Los Angeles Public Library (LAPL) seeks proposals from firms and individuals (Proposers) to establish a list of qualified marketing and public relations consultants to be retained on an as-needed and as-requested basis to provide the development and implementation of public relations, marketing, point-of-sale and communications services for the LAPL. Based on the work available, consultants on the list will be able to compete for specific projects.

Selected Proposers will remain on the list for three years. Due to the nature of the services to be provided, appointment to the list does not guarantee that all Proposers will receive a contract.

2. Scope of Work

To be included on the prequalified list, the marketing and public relations consultants are expected to provide at least one (1) of the skills or services including, but not limited to, the following activities, projects and assignments. Proposers are NOT required to be able to provide all of the following skills or services.

a. Marketing Plans
   Develop marketing plans to promote specific LAPL programs and initiatives; and map out strategies for how to tell the story of the LAPL, its programs, staff, and what the LAPL offers the City’s residents, businesses and visitors.

b. Strategic Planning and Organizational Strategy
   Create strategies and methodologies to achieve the LAPL’s system-wide and more targeted goals.

c. Research
   - Market Research and Analysis – Research and gather information about community library needs and preferences and analyze if or how those needs can best be addressed.
   - Audience Analysis – Identify the key demographics to target for general and specific initiatives.
   - Landscape Scans and Competitive Assessment – Review the policies of libraries on a local and national level and determine how those policies can benefit the LAPL.

d. Message Development
   Hone the LAPL’s internal and external messaging to identify benefits for intended audiences.
e. **Communications Plans**
   Create a plan to reach target audiences using advertising, public relations, social media and other communications tools. Plans should determine target audiences, which messages to use, and how to disseminate the messages to the public through internal and external means.

f. **Campaigns**
   - *Public Education and Awareness* – Raise awareness of the availability of LAPL services and encourage the use of LAPL services.
   - *Public Relations* – Maintain the positive public image of the LAPL and its programs.
   - *Culturally Appropriate and Multi-Language Outreach* – Provide messages and outreach to diverse communities through language and targeting methods.
   - *Social Marketing/Behavior Change* – Provide promotions that influence target audience behaviors and attitudes so that the services promoted are viewed positively.

g. **Coalition-Building**
   Identify key partners for LAPL to help spread its message and reach desired audiences.

h. **Strategic Counsel**
   *Crisis communications, large-scale events* – Bring in an external source to provide a different perspective and to recommend communications strategies and initiatives.

i. **Branding**
   *Who we are and what we stand for* – Create and/or maintain a unique name, image and voice system-wide for all LAPL campaigns and programming.

j. **Creative Services**
   *Tools to best tell our story beyond words*
   - Web Design
   - Graphic Design
   - Infographics and Data Visualizations

k. **Media Relations**
   Build relationships with key media and influencers to help tell the LAPL story.

l. **Advertising**
   Deliver LAPL messages and events to the public through various media.

m. **Media Buying**
   Organize and execute paid advertising to best benefit the LAPL.
n. Digital and Social Media
   Use digital/social media to spread the LAPL message and inform the public of specific events and information.
   ▪ Social Media Strategy, Implementation and Campaigns
   ▪ Websites/Web Development
   ▪ Digital Content Creation
   ▪ Paid Digital Placements

o. Copywriting and Editing
   Craft message content that is precise, accurate and on point.

p. Crisis Communications
   Plan so that when an issue arises, the LAPL can respond quickly, efficiently and appropriately with internal and external communications.

q. Change Management
   Review and provide guidance to LAPL to adapt to an ever-evolving landscape of programs and services being offered and organizational structures that support these changes.

r. Internal Communications Planning and Implementation
   Develop messages to staff and for staff to deliver to patrons.

s. Counsel Communications Staff
   Recommend how to divide work among LAPL Public Relations and Marketing staff and how they should interact.
   ▪ Communications Department Design

t. Trainings
   Select and prepare those who help tell the LAPL story and train them to be comfortable speaking for the organization and staying on message.
   ▪ Communications Trainings
   ▪ Media Spokesperson Trainings
   ▪ Social Media Trainings
   ▪ Storytelling Workshops

u. Individualized Coaching
   Prepare and deliver additional one-on-one training for spokespersons - on camera, messaging, etc.

v. Point-of-Sale/Work Fixtures and Wrapping
   Develop upfront and visual messages:
   ▪ End-of-Aisle Displays/End Caps
   ▪ Office/Lounge Work Spaces and Furniture
   ▪ Convention/Conference Display Booths
   ▪ Banners/Tents/Back Drops
w. **Collateral/Grassroots Materials and Printing Services**
   Create effective communication tools including, but not limited to, bookmarks, flyers, brochures, and posters.

x. **Direct Marketing Vehicles**
   Target patrons via advertising that is delivered via mail, email, social media, or text messaging, among others.

y. **Branded Giveaway Premiums**
   Identify swag that entices the public to visit libraries, LAPL events and LAPL booths, etc.

z. **Initiative Statistical Tracking Services**
   Identify ways to measure how the LAPL’s message is impacting target audiences.

aa. **Event Planning and Execution Services**
   Plan events that showcase LAPL services and the framework needed to execute the events seamlessly.

B. **CONTENTS OF THE PROPOSAL**

Please provide all of the requested information.

1. **Cover Letter**

   Each proposal must contain a cover letter limited to one (1) page. The cover letter must include the name, title, address, telephone number, and email address of the person or persons authorized to represent the firm or individual regarding all matters related to the RFQ and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the Proposer to all commitments made in the proposal.

2. **Description of Proposer**

   The proposal shall include a brief history and description of the firm, the date the firm was established, the location of its headquarters, the number of employees, and website address.

3. **Proposer Capabilities, Qualifications and Relevant Experience**

   Proposers must describe their applicable capabilities, qualifications and relevant experience regarding the development and implementation of public relations, marketing, point-of-sale/work and communications services using the list of possible services identified in the Scope of Work in Section A.2. In addition to a narrative description of the Proposer’s experience, the proposal must include the
completed checklist in RFQ Section F. It is NOT expected that a single proposer must be able to provide all of the services listed in the Scope of Work to be included on the list of qualified consultants.

Proposers must have experience working with government agencies, especially cities, counties, jurisdictions or other local municipalities, or nonprofit organizations.

Proposers must include at least two (2) samples of completed projects with an explanation of each project.

4. Key Personnel

Provide the name, title, address, email, telephone number, experience, other qualifications and specific responsibilities of key personnel who may be assigned to provide the services described herein.

5. References

Proposer must include five (5) references for the applicable capabilities, qualifications and relevant experience cited in Section B.3. above. For each reference, please list the name, position/title, organization name, jurisdiction, address, phone number and email address. For each reference, describe the nature of the project and the length of the engagement.

6. Proposed Fees and Expenses Schedule

Proposers must provide the hourly rate, project-based rate, or combination rate that will be charged for the skills or services included in the response to the RFQ. Do not provide fees as a sliding scale, percentages, or a range or the proposal will be considered non-responsive.

If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs. The LAPL will not provide reimbursement for transportation or lodging expenses to firms unless the LAPL specifically requests that staff outside the area be in Los Angeles to perform duties in accordance with the services being provided.

The LAPL reserves the right to conduct additional negotiations regarding compensation as appropriate prior to awarding contracts.

7. Mandatory City Contract Requirements and Compliance Documents

To be considered responsive to this RFQ, Proposers must submit completed responses for the City’s contracting requirements and compliance documents.
a. **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 (Exhibit E.1). No other form will be accepted.

b. **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 Exhibit E.2, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the CRO.

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

c. **Equal Benefits Ordinance**
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 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](http://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 (12) months from the date it is first uploaded onto the City’s BAVN.

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. Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s website at [www.bca.lacity.org](http://www.bca.lacity.org).
d. **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" (Exhibit E.5) and "Service Contractor Worker Retention Ordinance" (Exhibit E.10) for further information regarding the requirements of the Ordinances.

Proposers who intend to subcontract any of their services must submit the LWO Subcontractor Information Form (Exhibit E.8) and the Subcontractor Declaration of Compliance to Living Wage (Exhibit E.7). The LWO Employee Information Form (Exhibit E.6) will be required of the successful proposer prior to execution of the contract.

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, Exhibit E.9), the Non-Profit/One Person Contractor Certification of Exemption Form (Form OCC-LW13, Exhibit E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Exhibit E.9b), and the SCWRO Application for Non Coverage or Exemption (Form OCC/SCWRO-1, Exhibit E.11).

As of July 1, 2016, Contractor Employers shall pay employees a wage of no less than $11.27 per hour with health benefits of $4.91 per hour or $16.18 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).

e. **Non-Discrimination/Equal Employment/Affirmative Action Plan**

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.

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.
Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful 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 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.


f. Slavery Disclosure Ordinance
   Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ 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.

   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.

g. Child Support Obligations Compliance Form
   The City of Los Angeles has adopted an Ordinance, see Exhibit 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 Exhibit 12a.

h. 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 ten (10) years. The City of Los Angeles Contract History is attached as Exhibit 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.

i. **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 headquarters 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 Exhibit E.14.

j. **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 http://ethics.lacity.org.

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

**k. 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 BTRCs or Business Tax Exemption Numbers.

Accordingly, a firm's current BTRC 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 BTRC or Business Tax Exemption Number.

**l. 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 RFQ 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 Exhibit 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.

**m. Business Inclusion Program (BIP) Requirements**

*This is a mandatory outreach which must be performed on-line on LABAVN. 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 Exhibit E.18, the Business Inclusion Program, of this RFQ. Participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs may be in the form of subcontracting. Proposers must refer to Exhibit E.18, Business Inclusion Program of this RFQ for additional information and instructions. The 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 Exhibit E.18 may result in the proposal being deemed non-responsive.**

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

n. **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 fourteen (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.

o. **Local Business Preference Program**
   This program is subject to the policies and requirements established by the City Council and the City of Los Angeles 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 Exhibit E.19).
p. 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 Exhibit E.20.

q. 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). Proposers shall refer to Appendices E.21 and E.21a “First Source Hiring Ordinance” for further information regarding the requirements of the FSHO.

All 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 (12) months from the date it is first uploaded onto the City’s BAVN. Proposers seeking additional information regarding the requirements of the FSHO may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

C. PROPOSAL SUBMISSION AND REQUIREMENTS

1. In Writing

The LAPL will only evaluate written and signed proposals. The LAPL will not accept a telegraphic, fax or telephone proposal. Proposers are required to submit one (1) original RFQ signed in ink and four (4) hard copies of the original of the RFQ response. In addition, Proposers are required to submit an electronic copy of the original RFQ on a flash drive. See Section E.2. regarding the inclusion of one (1) unbound copy of the proposal with any intellectual property items redacted according to the California Public Records Act.

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:
2. Responsibility for Timely Submission of Proposal

Proposals must be received at the address given above in Section C.1. on or before 1:00 PM on Friday, December 2, 2016. Proposals received after 1:00 PM on Friday, December 2, 2016, will not be accepted and shall be returned to the Proposer unopened. Timely submission of proposals is the sole responsibility of the Proposers.

The formal announcement of proposals will take place on December 5, 2016. The LAPL reserves the right to extend the submission date. Any changes to the submission date will be posted on www.labavn.org.

3. Withdrawal by Proposer

A Proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the LAPL prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety (90) days. Except as previously stated, no Proposer may withdraw its proposal, except with the written consent of the LAPL, at the sole discretion of the LAPL. A Proposers will not be released due to errors in their proposals.

4. The City’s Rights of Rejection and Withdrawal of RFQ

The LAPL reserves the right to at any time reject any and all proposals and to withdraw this RFQ.

5. Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held to receive questions from prospective Proposers regarding this RFQ. The conference has been scheduled for Friday, October 28, at 10:00 AM at the LAPL Central Library, 630 West Fifth Street, Los Angeles, CA 90071.

Attendance at the mandatory pre-proposal conference and sign-in on the attendance roster is required to satisfy requirements about the City’s Business Inclusion Plan submittal (Attachment 1, E.18). Any questions related to the RFQ will be addressed at the mandatory pre-proposal conference.
6. Proposal Format

Proposals shall be based only on the material contained in the RFQ, pre-proposal conference responses, amendments, addenda, and other material published by the LAPL relating to the RFQ. Proposers shall disregard any previous draft materials and oral representations which may have been obtained by the Proposer. Proposals shall be submitted in accordance with the requirements of this RFQ, including any addenda.

D. BASIS OF EVALUATION

1. Qualifications of Public Relations and Marketing Employees

Proposers selected to be included on the list of consultants will be expected to have knowledge of and experience with the development and implementation of public relations, marketing, point-of-sale/work and communications services. The Scope of Work in Section A.2. describes the skills and services needed in more detail.

Excellent communications skills are also expected because the marketing and public relations consultants retained by LAPL must be able to present their findings and recommendations both orally and in writing in a clear, concise manner.

2. Proposal Responsiveness Criteria

To be considered responsive to this solicitation, Proposers must submit completed responses to all items requested, including completed responses to the City’s contract compliance documents. (See Attachment 1.) Failure to include satisfactory responses to these items may result in the rejection of such proposals as non-responsive.

3. Evaluation Process

A panel of City staff and subject matter experts will evaluate the proposals as described in this RFQ. Proposals deemed non-responsive will be disqualified and will not be evaluated. The review panel may request additional information to clarify a submitted proposal. The LAPL also reserves the right to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.

Responses to the RFQ will be evaluated based on overall qualifications and demonstrated experience of the Proposers and the individuals assigned to perform marketing and public relations services for the LAPL. The LAPL will also evaluate fees and expenses. The review criteria will include proposal quality and responsiveness to the criteria identified in this RFQ; experience
and capabilities of assigned staff; Proposer experience and resources; compliance with City policies; and fees and expenses. The LAPL reserves the sole right to judge the contents of all proposals. Proposals, which at the discretion of the LAPL are incomplete and/or do not follow content and format guidelines, may be disqualified without further consideration.

To assess further the strengths and capabilities of a Proposer, the LAPL, at its sole discretion, may choose to conduct interviews and request oral presentations to provide additional information regarding qualifications. Such interviews may be reviewed and included as part of the proposal evaluation process.

Successful Proposers will be placed on the qualified list and will be selected as-needed on a project-by-project basis. There is no guarantee that every Proposer on the list will be awarded a contract during the term of the list. The LAPL reserves the right in its sole discretion to select the firms and the nature of their activities, projects and assignments as deemed appropriate by the LAPL.

Proposers bear the responsibility to ensure that the RFQ responses provide adequate and appropriate information and documentation for the LAPL to evaluate the responses relative to their capabilities, strength of individuals performing project tasks, and proposed fees and expenses. Lack of adequate information and documentation may result in the proposal failing the evaluation criteria and being disqualified.

4. Evaluation Criteria

The selection of consultants will be based upon the following criteria:

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<th>CRITERIA</th>
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<tr>
<td>Qualifications and experience of the Proposers and key personnel; demonstrated experience in performing the services required herein; references.</td>
<td>70</td>
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<tr>
<td>Documented ability to perform on a timely basis (evidence of past performance, financial capability, City Contracting Requirements)</td>
<td>10</td>
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<tr>
<td>Fees and expenses</td>
<td>20</td>
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<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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5. Appeals Process

The LAPL will notify all Proposers of the recommendations of the evaluation panel. 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 the 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:

- Name, address, and telephone number of the protesting party.
- Name and number of this RFQ.
- 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.
- Request for a ruling from LAPL.
- Statement as to the form of relief requested.

Protest and attached documentation must be sent to the following address:

Kris Morita, Assistant General Manager  
Los Angeles Public Library  
630 W. Fifth Street  
Los Angeles, CA 90071

The 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 or reject the contract accordingly. This decision shall be final.

E. GENERAL CONDITIONS

1. 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.

It is the intent of the LAPL to award a contract or contracts in a form approved by the City Attorney to the Proposers. The RFQ and the Contractor's proposal, or any part thereof, may be incorporated into and made part of the contract. The LAPL reserves the right to further negotiate the terms and conditions of the contract. The LAPL reserves the right to withdraw this RFQ,
to reject any proposal for non-compliance with RFQ provisions, or not to award a contract at any time due to unforeseen circumstances or if it is determined to be in the best interest of LAPL.

2. Public Records Act

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 CPRA that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the CPRA. 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 proposal copies listed in Section C.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."

3. RFP Revisions

Any revision, amendment and addendum made to this RFQ will be posted on www.labavn.org.

4. 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.

5. Information Requested and Not Furnished

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the LAPL 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.

6. Alternatives

Proposers shall not change any wording in the RFQ 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 LAPL’s requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

7. 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 LAPL reserves the right to make corrections or amendments due to errors identified in proposal by the LAPL 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 identified in section E.11.

8. Interpretation and Clarifications

The LAPL will consider prospective recommendations or suggestions regarding any requirements before the mandatory pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator identified in RFQ Section E.11. The LAPL reserves the right to modify requirements on any RFQ if it is in the best interest of the LAPL.

9. Cost of RFQ

The LAPL is not responsible for any costs incurred by Proposer while submitting proposals.
10. 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.

11. Contact for Information

For answers to questions relating to the content of this RFP, the proposers shall submit requests in writing to the Contract Administrator:

Robert Morales
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: RMorales@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 www.labavn.org as an Amendment to the RFQ.

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

12. 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 City Contracts (Rev. 3/09) which are included in Attachment 1.
F. CHECKLIST OF MARKETING AND PUBLIC RELATIONS SERVICES

To be placed on the list of qualified public relations and marketing consultants, Proposers must provide **at least one** of the following skills or services. **Proposers are NOT required to be able to provide all of the following skills or services.**

Proposers must include this checklist in their response to the RFQ. For a description of the types of skills or services, please refer to RFQ Section A.2. Scope of Work.

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
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<tr>
<td>Skills and Services from RFQ Section A.2. Scope of Work</td>
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<tr>
<td>a. Marketing Plans</td>
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<td>b. Strategic Planning and Organizational Strategy</td>
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<td>c. Research</td>
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<td>d. Message Development</td>
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<td>e. Communications Plans</td>
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<td>f. Campaigns</td>
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<td>g. Coalition-Building</td>
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<td>h. Strategic Counsel</td>
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<td>i. Branding</td>
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<td>j. Creative Services</td>
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<td>k. Media Relations</td>
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<td>l. Advertising</td>
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<td>m. Media Buying</td>
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<td>n. Digital and Social Media</td>
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<td>o. Copywriting and Editing</td>
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<td>p. Crisis Communications</td>
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<td>q. Change Management</td>
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<td>r. Internal Communications Planning and Management</td>
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<td>s. Communications Staffing Counsel</td>
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<td>t. Trainings</td>
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<td>u. Individualized Coaching</td>
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<td>v. Point-of-Sale/Work Fixtures and Wrapping</td>
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<td>w. Collateral Grassroots Materials and Printing Services</td>
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<td>x. Direct Marketing Vehicles</td>
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<td>y. Branded Giveaway Premiums</td>
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<td>z. Initiative Statistical Tracking Services</td>
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<td>aa. Event Planning and Execution Services</td>
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### G. 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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<th>Section</th>
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<td>RFQ B.2</td>
<td>* Description of Proposer</td>
<td>□</td>
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<tr>
<td>RFQ B.3</td>
<td>* Proposer Capabilities, Qualifications and Relevant Experience</td>
<td>□</td>
</tr>
<tr>
<td>RFQ B.4</td>
<td>* Key Personnel</td>
<td>□</td>
</tr>
<tr>
<td>RFQ B.5</td>
<td>* References</td>
<td>□</td>
</tr>
<tr>
<td>RFQ B.6</td>
<td>* Proposed Fees and Expenses Schedule</td>
<td>□</td>
</tr>
<tr>
<td>RFQ B.7</td>
<td>* Mandatory City Contract Requirements and Compliance Documents</td>
<td>□</td>
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<tr>
<td>RFQ F.</td>
<td>* Checklist of Marketing and Publics Relations Services</td>
<td>□</td>
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<tr>
<td>Exhibit E.1</td>
<td>* Declaration of Non-Collusion</td>
<td>□</td>
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<tr>
<td>Exhibit E.2</td>
<td>* Contractor Responsibility Ordinance (CRO)</td>
<td>□</td>
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<tr>
<td>Exhibit E.3</td>
<td>* CRO Questionnaire</td>
<td>□</td>
</tr>
<tr>
<td>Exhibit E.4</td>
<td>* CRO, Pledge of Compliance</td>
<td>□</td>
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<tr>
<td>Exhibit E.5</td>
<td>* Living Wage Ordinance (LWO) and Amendments</td>
<td>□</td>
</tr>
<tr>
<td>Exhibit E.6</td>
<td>* LWO Employee Information Form</td>
<td>□</td>
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<tr>
<td>Exhibit E.7</td>
<td>* LWO Subcontractor Declaration of Compliance</td>
<td>□</td>
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<tr>
<td>Exhibit E.8</td>
<td>* LWO Subcontractor Information Form</td>
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<tr>
<td>Exhibit E.9</td>
<td>* LWO Non-Coverage Exemption Application Form (if applicable)</td>
<td>□</td>
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<tr>
<td>Exhibit E.9a</td>
<td>* LWO Non-Profit/One Person Exemption Form (if applicable only)</td>
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<td>Exhibit E.9b</td>
<td>* LWO Small Business Exemption Form (if applicable only, English)</td>
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<tr>
<td>Exhibit E.9c</td>
<td>* LWO Small Business Exemption Form (if applicable only, Spanish)</td>
<td>□</td>
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<tr>
<td>Exhibit E.10</td>
<td>* Service Contractor Worker Retention Ordinance (SCWRO) and Amendments</td>
<td>□</td>
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<tr>
<td>Exhibit E.11</td>
<td>* SCWRO Application for Non-Coverage or Exemption Form OCC/SCWRO-1 (if applicable only)</td>
<td>□</td>
</tr>
</tbody>
</table>
| Exhibit E.12 and E.12a | Child Support Assignment Ordinance  
* Child Support Certification of Compliance | □ |
| Exhibit E.13 | * City of Los Angeles Contract History | □ |
| Exhibit E.14 | * City of Los Angeles Residence Information | □ |
| Exhibit E.15 | * Bidder Certification CEC Form 50 (Rev 2/14) | □ |
| Exhibit E.16 | * Bidder Certification CED Form 55 (Rev 10/13) | □ |
| Exhibit E.16a | * Prohibited Contributors CEC Form 56 (Underwriter – If Applicable) | □ |
| Exhibit E.17 | Insurance Instructions and Requirements  
Exhibit E.17a | Workers Comp Ins Req - Waiver | □ |
| Exhibit E.18 | * Business Inclusion Program (BIP) Outreach Process | □ |
| Exhibit E.19 | * Local Business Preference Program | □ |
| Exhibit E.20 | * Iran Contracting Act of 2010 Affidavit | □ |
| RFQ B.7.c | ^ Equal Benefits Ordinance | □ |
| RFQ B.7.f | ^ Slavery Disclosure Ordinance | □ |
| RFQ B.7.k | * Business Tax Registration Certificate | □ |
| RFQ B.7.q | | |
| Exhibit E.21 | ^ First Source Hiring | □ |
| Exhibit E.21a | | |
| Attachment 1 | * Standard Provisions of City Contracts (Rev. 3/09) | □ |
KEY:

* Completed and submit with proposal in response to the RFP.

# 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.
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

September 19, 2016

SUBJECT

There are no pending items.

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