

AGENDA

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, OCTOBER 13, 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. Welcome New Commissioner**
- 3. Approval of Minutes:** Regular Meeting – September 29, 2016
- 4. Public Comments (Matters within the Board's Jurisdiction)**

(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting shall be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

- 5. City Librarian's Comments and Announcements**
- 6. City Librarian's Reports**

Consent Calendar

Commissioners who wish to discuss particular items should ask that such items be called as Special. The remaining items will be subject to a single vote.)

- a. Recommendation to accept a gift of \$15,000 from the Friends of the Platt Library to the Platt Branch Library to purchase library materials for the Adult and Young Adult collections (EXHIBIT "A")
- b. Recommendation to approve an interdepartmental transfer of funds from the Library Department to the Department of Cultural Affairs for conservation and framing services of Dean Cornwell artwork (EXHIBIT "B")

Discussion

- c. 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) - *(Continued from 9/29/16)* (EXHIBIT "C")
- d. 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 - *(Cont. from 9/29/16)* (EXHIBIT "D")
- d. 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 - *(Cont. from 9/29/16)* (EXHIBIT "E")

Presentation

- e. Oral Presentation on Homeless Engagement: "The Source"

- 7. **Various Communications:** None
- 8. **Election of Officers for Fiscal Year 2016-17**
- 9. **Commissioners' Comments, Announcements and Review of Matters Pending**
- 10. **Adjournment**

NEXT BOARD MEETING NOTICE

The next Regular Meeting of the Board is scheduled for Thursday, **October 27, 2016** at the **Central Library**, 630 W. 5th Street, Los Angeles, CA 90071, convening at **11:00 A.M**

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

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

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

Rules of Decorum: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the

Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

Posted 10/7/16


For more information, contact: Library Commission Office (213) 228-7530

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT A

October 13, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$15,000 received from The Friends of the Platt Library, for the benefit of the Platt Library be accepted; and

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

FINDINGS:

1. Gift of \$15,000 for Adult and Young Adult materials.
2. A letter of thanks should be sent to:

Hermalee Schmidt, President
Friends of the Platt Library
23600 Victory Blvd.
Woodland Hills, CA 91367

Prepared by: Ruth E. Seid, West Valley Area Manager


Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT B

October 13, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **TRANSFER OF FUNDS TO THE DEPARTMENT OF CULTURAL
AFFAIRS FOR THE CONSERVATION AND FRAMING SERVICES OF
DEAN CORNWELL ARTWORK**

A. RECOMMENDATION:

1. The Board of Library Commissioners approves the transfer of \$36,000 from Library's Trust Fund 831, Account #079, General Library Humanities to the Department of Cultural Affairs (DCA) for the conservation and framing services of the eight (8) drawings (ARTWORK) produced by artist Dean Cornwell.
2. That, the Board of Library Commissioners accept the artwork as a permanent loan to the Los Angeles Public Library (LAPL) through DCA's Internal Art Loan Program.
3. Adopt the attached Resolution regarding the funding of the conservation and framing services of the ARTWORK in the amount of \$ 36,000.

FINDINGS:

1. DCA in collaboration with (LAPL) seeks to conserve and frame eight (8) original drawings (ARTWORK) of renowned artist Dean Cornwell that are part of the City Art Collection. ARTWORK are titled as follows:
 - Study for Mural #1
 - Study for Mural #2
 - Study for Mural #3
 - Study for Mural #4
 - Study for Mural #5
 - Discovery Era
 - Americanization of California
 - Founding of Los Angeles 1781

Collectively, the artwork valuation is over \$100,000. The ARTWORK to be preserved are drawings Cornwell executed in preparation for his work on the murals permanently sited on the 2nd floor rotunda of the Central Library.

2. The Department of Cultural Affairs, pursuant to the City Charter and Section 22.112 of the Los Angeles Municipal Code, is vested with the custody and supervision of all paintings, documents, and records in possession of the City of Los Angeles (CITY), of historic or artistic value. It shall be the duty of DCA to supervise and preserve the artwork in a manner to prevent deterioration.
3. DCA through its Public Art Division maintains the City Art Collection, which consists of more than 1600 artworks, of which a portion is made available through DCA's Internal Art Loan Program, a program serving CITY agencies by allowing them to borrow artwork for their departments.
4. Dean Cornwell produced the ARTWORK in 1932. The ARTWORK has deteriorated over time and in need of conservation and framing to maintain its integrity.
5. Through the city procurement process, DCA selected Margot Healey Fine Art on Paper Conservation to perform the conservation and framing services of the ARTWORK.
6. LAPL has identified funding from Library Trust Fund 831 and will be responsible for paying the conservation and framing services of the ARTWORK. The ARTWORK will be on permanent loan to LAPL and installed in the Central Library.

Attachment

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kris Morita, Assistant General Manager

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
MAI LASSITER
JOSEFA SALINAS
RITA WALTERS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 13, 2016

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

RESOLVED, That the Board of Library Commissioners approve the transfer of \$36,000 from Library's Trust Fund 831, Account No. 079-General Library Humanities to the Department of Cultural Affairs (DCA) for the conservation and framing services of the eight (8) drawings (ARTWORK) produced by artist Dean Cornwell; and

FURTHER RESOLVED, To accept the artwork as a permanent loan to the Los Angeles Public Library (LAPL) through DCA's Internal Art Loan Program.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 13, 2016

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**

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

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

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RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

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(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 13, 2016

LIBRARY RESOLUTION NO. 2016-50 (C-45)

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 to the MOU as needed.

This is a true copy:

Raquel M. Borden
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.

6. Rules and Regulations.

- 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.

7. Disabled Access.

- a) LIBRARY shall be solely responsible for fully complying with any and all applicable present and/or 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.

8. Procure, initialize, deliver and install (set-up) an E-Media Kiosk at the Terminal 8.

9. Respond to all service 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.
13. Train AIRPORT staff on the use of E-Media Kiosk to download electronic materials.
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

The City of Los Angeles
Department of Airports

By _____
JOHN F. SZABO, City Librarian

By _____
DEBORAH FLINT, Chief Executive Officer

Date: _____

Date: _____

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

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

By _____
Assistant/Deputy City Attorney

By _____
Assistant/Deputy City Attorney

Date: _____

Date: _____


ATTEST:
HOLLY L. WOLCOTT, City Clerk

By _____
Deputy City Clerk

Date: _____

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

October 13, 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

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
MAI LASSITER
JOSEFA SALINAS
RITA WALTERS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 13, 2016

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

RESOLVED, That the Board of Library Commissioners authorize the City Librarian or designee to enter into the attached Memorandum of Agreement (MOA) with the Department of Convention and Tourism Development to install 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:

Raquel M. Borden
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 _____

Arletta Maria Brimsey, Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Deputy City Clerk

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: _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 13, 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

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
MAI LASSITER
JOSEFA SALINAS
RITA WALTERS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

October 13, 2016

LIBRARY RESOLUTION NO. 2016-52 (C-47)

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:

Raquel M. Borden
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

10 below. 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 LAPL, 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 1 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

LAPL

Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 90071
Attn: John Szabo
City Librarian

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.

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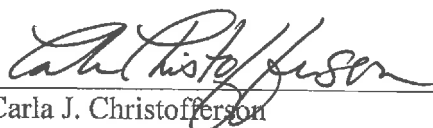
IN WITNESS WHEREOF, LFLA and LAPL, by their duly authorized signatories, agree to the provisions of this Agreement, including the general release set forth above, effective as of the date when all signatures have been affixed.


S. MARK TAPER FOUNDATION

By: _____
Janice Taper Lazarof
Title: President

By: _____
Adrienne Wittenberg
Title: Executive Director

LIBRARY FOUNDATION OF LOS ANGELES

By:  _____
Carla J. Christofferson
Title: Chair, Board of Directors

By:  _____
Kenneth Brecher
Title: President

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:

Due on or before:

- | | |
|--|--|
| 1. Assessment of the physical condition of the SMTF Digital Commons including a description of any planned changes or enhancements | 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 | 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) | 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) | By October 1, 2016 |
| 2. A report describing LFLA's plans for announcing SMTF's Gift to the general public and LFLA's constituency | 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. | 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.

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS**

October 13, 2016

SUBJECT

**SCHEDULED FOR
BOARD MEETING**

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