AGENDA
BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, DECEMBER 8, 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 – October 27, 2016

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

4. City Librarian’s Comments and Announcements

5. City Librarian’s Reports
   Consent Calendar

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

   a. Recommendation to accept Library Development Mitigation Fee in the amount of $18,200 from Next Century Partners, LLC, for the Century Plaza Hotel project at 2025 Avenue of the Stars in Los Angeles to be deposited in Trust Fund 831, Account 333, for Westwood Branch and Palms-Rancho Park Branch libraries (EXHIBIT “A”)

   b. Recommendation to approve transfer of funds in the amount of $930,000 from Salaries General (Account No. 1010) to Salaries As-Needed (Account No. 1070) and Salaries Overtime (Account No. 1090) within Library Department’s Budget Fiscal Year 2016-17 Budget, Fund 300, Department 44 (EXHIBIT “B”)
Discussion

c. Recommendation to approve Memorandum of Understanding (MOU) (EXHIBIT "C") with LA Makerspace (LAM) to use facilities in the Pio Pico-Koreatown Branch Library for the operation of a public Makerspace

7. Various Communications: None

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

   a. Appointment of Commissioner to the Board of the Library Foundation of Los Angeles

9. Adjournment

NEXT BOARD MEETING NOTICE

The next Regular Meeting of the Board is scheduled for Thursday, January 12, 2017 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 12/5/16

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

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

December 8, 2016

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

SUBJECT: ACCEPTANCE OF MITIGATION FEES FOR PROJECT DEVELOPMENT AT 2025 AVENUE OF THE STARS, CENTURY PLAZA HOTEL PROJECT

RECOMMENDATIONS:

1. That the Board of Library Commissioners accept the amount of $18,200 for the payment of the Library Development Impact Mitigation Fee permit #1, a condition of approval imposed by the City of Los Angeles Planning Department for the Century Plaza Hotel Project located at 2025 Avenue of the Stars, Los Angeles.

2. That the amount of $18,200 be deposited into Library Trust Fund 831, Account 333, for the purpose of acquiring books, technology equipment and devices, and other library materials for Westwood and Palms-Rancho Park Branch Libraries.

3. That a letter be sent to Vince Bertoni, Director of City Planning, with a copy to Next Century Partners, LLC for property located at 2025 Avenue, Los Angeles.

FINDINGS:

1. Next Century Partners, LLC is planning to construct 66 residential units at the Century Plaza Hotel and two high rise residential buildings at the back of the hotel.

2. As part of the conditions imposed by the Los Angeles City Planning Department, for this project, the developer is required to pay a Library Development Impact Mitigation Fee for permit #1 of $200 per capita based upon the projected 66 residential units with 91 occupants.

3. Westwood and Palms-Rancho Park Branch Libraries will serve the proposed project.

Prepared by: Eloisa Sarao, Assistant Business Manager
Reviewed by: Kris Morita, Assistant General Manager
December 8, 2016

LIBRARY RESOLUTION NO. 2016–54 (C-49)

RESOLVED, That the Board of Library Commissioners approve the acceptance of funds in the amount of $18,200 from the Next Century Partners, LLC as payment of the Library Development Mitigation Fee for the Century Plaza Hotel located at 2025 Avenue of the Stars; and

FURTHER RESOLVED, That the funds will be used to acquire books, technology equipment and devices and other library materials for Westwood and Palms Rancho Park branch libraries; and

FURTHER RESOLVED, That the funds be deposited to Library Trust Fund 831 Account No. 333.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:
AYES:
NOES:
ABSENT:
TO:       Board of Library Commissioners

FROM:     John F. Szabo, City Librarian

SUBJECT:  TRANSFER OF FUNDS WITHIN LIBRARY DEPARTMENT'S
          FY 2016-17 BUDGET

A.  RECOMMENDATION:

    THAT The Board of Library Commissioners:

    1.  Approve the transfer of funds in the amount of $930,000 from Account
        1010 Salaries General to the following accounts within the Library's Fiscal
        Year 2016-17 Budget, Fund 300, Department 44:

        | Acct. No. | Account Name          | Amount  |
        |-----------|-----------------------|---------|
        | 1070      | Salaries As-Needed    | $900,000|
        | 1090      | Salaries Overtime     | 30,000  |
        |           | **Total**             | **$930,000** |

    2.  Authorize the City Librarian to make any necessary technical changes.

    3.  Adopt the attached Resolution regarding the transfer of funds in the
         amount of $930,000.

B.  FINDINGS:

    1.  The Library Department uses full time, part-time and on-call librarians,
        clerks and other employees to staff public and support service desks to fill-
        in for vacancies or when there are staff shortages due to employee illness,
        vacation or jury duty. When necessary, the Library transfers funds
        between its salary accounts to ensure there are sufficient funds in the
        appropriate account.

    2.  In addition, the Library Department is participating in the Mayor's "HIRE
        LA's Youth" program by providing jobs for young people ages 14-24 who
        live in the City of Los Angeles. Funding for these salaries comes from the
        Salaries As-Needed Account.

    3.  Sufficient funds are available in Account 1010 Salaries General for this
        transfer.

Prepared by:   Robert Morales, Senior Management Analyst II
Reviewed by:   Madeleine Rackley, Business Manager
LIBRARY RESOLUTION NO. 2016-55 (C-50)

WHEREAS, The Library transfers funds between salaries accounts each year to ensure that libraries are properly staffed; and

WHEREAS, Staff requested the transfer of $930,000 to various salary accounts within the Library's Fiscal Year 2016-17 Budget:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approve the following transfer of funds within the Library's Fiscal Year 2016-17 Budget, Fund 300, Department 44:

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 1010 – Salaries General</td>
<td>$ 930,000</td>
</tr>
<tr>
<td>To: 1070 – Salaries As-Needed</td>
<td>900,000</td>
</tr>
<tr>
<td>1090 – Salaries Overtime</td>
<td>30,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$ 930,000</td>
</tr>
</tbody>
</table>

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

TO:      Board of Library Commissioners
FROM:   John F. Szabo, City Librarian
SUBJECT: MEMORANDUM OF UNDERSTANDING WITH LA MAKERSPACE FOR
THE USE OF FACILITIES IN THE PIO PICO-KOREATOWN BRANCH
TO OPERATE A PUBLIC MAKERSPACE

A. RECOMMENDATIONS

1. That the Board of Library Commissioners authorize the City Librarian, or
designee, to enter into the attached Memorandum of Understanding (MOU) with
LA Makerspace (LAM) to use facilities in the Pio Pico-Koreatown Branch for the
operation of a public Makerspace.

2. That the City Attorney and the City Librarian, or designee, are authorized to
make technical changes to the MOU.

3. That the attached Resolution regarding the MOU is adopted.

B. FINDINGS

1. As part of its Full STEAM Ahead initiative, which offers creative science
workshops for all ages, the Library wants to offer library patrons a public
Makerspace, where people can create, explore, and learn about science topics
through hands-on projects and workshops.

2. The 3,175 square foot space designated for the public Makerspace is on the 2nd
floor of the Pio Pico-Koreatown Branch and is currently unused.

3. LAM is a 501(c)(3) non-profit fiscally sponsored program of not for profit
organization Community Partners. LAM is experienced in providing and teaching
makerspace activities.

4. The Library and LAM will be responsible for different aspects of the design,
construction and equipping of the space to be used for the Makerspace with each
parties' responsibilities specified in the MOU.
5. For use of the space, LAM will operate the Makerspace by providing free programs and workshops and access for the public during all the hours the library is open, as well as training of Library staff. Library staff will work closely with LAM Program Director to coordinate these programs, workshops and training. LAM will also be responsible for the maintenance, cleaning and any repairs of the Makerspace facility.

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

Prepared by: Eva Mitnick, Director of Engagement and Learning
Reviewed by: Kris Morita, Assistant General Manager

Attachment A: Memorandum of Understanding
Attachment B: Resolution
December 8, 2016

LIBRARY RESOLUTION NO. 2016 – 54 (C-49)

WHEREAS, As part of its Full STEAM Ahead initiative, which offers creative science workshops for all ages, the Library wants to offer library patrons a public Makerspace, where people can create, explore, and learn about science topics through hands-on projects and workshops; and

WHEREAS, LA Makerspace (LAM), a 501(c)(3) non-profit organization experienced in providing and teaching makerspace activities, will provide free programs and workshops and access for the public during all the hours the library is open, as well as train Library staff:

RESOLVED, That the Board of Library Commissioners approve the Memorandum of Understanding with LA Makerspace to use facilities in the Pio Pico-Koreatown Branch Library for the operation of a public Makerspace; and

FURTHER RESOLVED, That the City Attorney and the City Librarian or designee, are authorized to make technical changes to the MOU.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:
AYES:
NOES:
ABSENT:
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ANGELES AND
LA MAKERSPACE
FOR THE USE OF FACILITIES IN THE PIO PICO-KOREATOWN BRANCH FOR THE
OPERATION OF A MAKERSPACE

Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>INTRODUCTION</td>
<td></td>
</tr>
<tr>
<td>Article 2</td>
<td>NOTICES</td>
<td></td>
</tr>
<tr>
<td>Article 3</td>
<td>TERM AND SERVICES TO BE PROVIDED</td>
<td></td>
</tr>
<tr>
<td>Article 4</td>
<td>GENERAL TERMS AND CONDITIONS</td>
<td></td>
</tr>
<tr>
<td>Article 5</td>
<td>STANDARD PROVISIONS</td>
<td></td>
</tr>
<tr>
<td>Article 6</td>
<td>MISCELLANEOUS</td>
<td></td>
</tr>
<tr>
<td>Signature Page</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THIS AGREEMENT (Agreement) is entered into as of ___DATE___ by and between the City of Los Angeles Library Department, acting by and through its board of Library Commissioners (Library), and by Community Partners, a non-profit 501 c 3 corporation located at 1000 N. Alameda Street, Suite 420, Los Angeles, CA 90012, acting on behalf of LA Makerspace (LAM).

WHEREAS, LAM's mission is to offer L.A. youth the opportunity to learn STEAM (Science, Technology, Engineering, Art and Math) skills using a project-based education style to build confidence as a way to learn challenging concepts and skills that transfer to 21st century jobs by unlocking innovative abilities (Makerspace); and

WHEREAS, this Agreement will enable LAM to operate a public Makerspace on the second floor of the Pico Pico-Koreatown Branch Library that will be available to Library patrons according to the terms of this Agreement; and

WHEREAS, the Library and LAM are committing personnel, facility and resources to the Makerspace project; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

**Community Partners:** A California non-profit 501 c 3 acting as an umbrella organization on behalf of LA Makerspace.

**Los Angeles Public Library (Library):** A City of Los Angeles Department, acting by and through the Board of Library Commissioners.

**LA Makerspace (LAM):** A fiscally-sponsored program of Community Partners.

**Makerspace:** A project-based education program.

**Parties:** Library and Community Partners on behalf of LAM.

**Program:** The specific components of a Makerspace.
Hours of Operation: Makerspace will be open to Library patrons during the Pio Pico-Koreatown Library open hours.

Makerspace Location: Space in a portion of the 2nd Floor of the Pio Pico-Koreatown Branch Library building, comprising approximately 3,175 square feet (see Attachment 1-Location).

Facility: Pio Pico-Koreatown Branch Library 694 S. Oxford Avenue Los Angeles, CA 90005

ARTICLE 2. NOTICES

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States Priority, registered or certified mail, postage prepaid, return receipt or delivery confirmation requested (as applicable), or transmitted by facsimile, followed by hard copy sent by United States regular mail in which case the receiving party shall immediately confirm receipt of such facsimile notice. All notices are effective upon receipt. For the purpose of such notices, the addresses for the parties are set forth in Section A below. Either party may from time to time designate another person or place in a notice.

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

a. The representative of the Library shall be, unless otherwise stated in the Agreement:
   John F. Szabo, City Librarian
   630 W. Fifth Street, 4th Floor
   Los Angeles, CA 90071
   (213) 228-7515

b. The representative of the LAM/ Community Partners shall be:
   Mamie Funahashi, Chief Financial Officer
   Community Partners
   1000 N. Alameda Street, Suite 420
   Los Angeles, CA 90012
ARTICLE 3. TERMS AND SERVICES TO BE PROVIDED

A. Term of the Agreement

The term of this Agreement shall be for three years once the Agreement is fully executed and shall be subject to the termination provisions herein.

During the term of this Agreement, the Library will update LAM on the possible construction of an underground parking garage and the closure of the Pico-Pico-Koreatown Library. If the construction commences during the term of this Agreement, LAM and Library can meet to discuss and negotiate the remaining term of this Agreement.

B. Early Termination

Notwithstanding the above, the parties may terminate this Agreement for either party’s convenience at any time by giving the non-terminating party sixty (60) calendar days’ written notice thereof. Upon receipt of said notice, the non-terminating party shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities.

C. Purpose of the Agreement and Services to be provided

1. The purpose of the Agreement is for LAM to outfit and operate the Makerspace, provide access to library patrons free of charge during library open hours, enhance existing Full STEAM Ahead partner programming with additional resources for librarians, provide workshops to library patrons free of charge utilizing current Maker technologies and to develop and deliver the Program in the Facility. During the term of this Agreement, LAM may also provide access to the Makerspace during non-Library open hours so that LAM can deliver the Program even when the Library is closed. Library patrons using the Makerspace during Library open hours will not be charged for most services. However, nothing in this Agreement prevents LAM from (among other things):

   a. charging LAM customers for classes, products, and events, as described in section 2.(a.)(iv.)(a.) during non-Library open hours;
   b. making the Facility available to engage in activities that are typically conducted in a Makerspace; and
   c. conducting fundraising activities, including hosting fundraising events.
2. Scope of Work

a. LAM shall provide the following:

i. LAM will provide programs in the Makerspace for library patrons at no charge on variety of topics agreed and approved by the Library. LAM shall first obtain Library approval before commencing the Program and not provide the Program unless and until Library staff provides LAM with at least two weeks' written notice that the Library has approved the topics and programs.

ii. LAM will provide training to Library staff on variety of topics and programs.

iii. The Makerspace will be opened to the public during Pio Pico-Koreatown Library's open hours. During this period the public will not be charged any admission fees.

iv. LAM will make the Facility available to the Library patrons during the hours it conducts the Program.

a. During the time the Facility is available to the Library patrons, LAM will only charge the Library patrons those fees that are commensurate with fees charged by other library Makerspaces in Southern California, including, if necessary, fees to cover the cost of materials. Upon request, LAM shall make a reasonable showing to the Library that the fees charged meet the requirement detailed in this section.

b. The LAM Program Director shall be responsible for coordinating the Program with the Library staff.

c. The parties shall meet at least quarterly to plan for and provide feedback regarding the Program and the Facility. In addition, unless either party has terminated the Agreement pursuant to Section 3(B) above, either party may schedule a meeting for both parties with at least five business days' notice.

b. The Library agrees to make available the following resources to LAM:
i. Administrative and professional staff to coordinate the program with LAM personnel.

c. Both parties will work together on an ongoing basis to jointly plan and administer the Makerspace. This is defined as quarterly planning and feedback meetings.

ARTICLE 4. GENERAL TERMS AND CONDITIONS OF FACILITY USAGE

A. Build-out of Space

1. Library agrees to provide the following:
   a. Construction of identified space on 2nd floor, which includes finished concrete flooring, installation of drywall to the ceiling and walls, emergency lighting and heat/air conditioning, electrical/USB outlets, plumbing ready.
   b. The Library will use its best efforts to complete the space build-out by ____ (date) ____.
   c. The Library will provide and install a secure access system for LAM Staff, patrons, and visitors on the side entry of the Pico Pico-Koreatown Branch. An intercom and monitor will be installed on the Makerspace Facility to allow for visitor entry.

2. LAM agrees to provide the following:
   a. LAM will provide the schematic design and renderings of electrical, plumbing, HVAC, and ceiling needs for the space for Library’s approval by ____ (date) ____.
   b. LAM will provide approved completed design and construction documents by ____ date ____ for Library approval. Upon approval of the completed design and approved construction documents, LAM will complete the work required by the approved design and construction documents as well as provide the decorations, furnishings, and equipment necessary to make the Facility a functioning Makerspace.
   c. LAM will provide timeline/milestones for the source of funding for the build out of space, as well as the decorations, furnishings, and equipment necessary to make the Facility a functioning...
Makerspace and shall provide this information to the Library along with and at the time of the submission of the schematic design.

d. Timeline and detail plans for the build out upon approval of the Agreement. Any construction must be consistent with City construction guidelines for City buildings.

e. LAM will be responsible for the cost of any ADA upgrade required by the Department of Building and Safety due to the construction of the Makerspace Facility.

f. LAM will show proof of full funding for the project prior to the commencement of the construction.

3. The Library and LAM agree to the following:

a. Each party is solely responsible for the direct and indirect costs of its construction expense as stated on Article 4 Section A.1 & A.2.

b. LAM shall retain ownership and title to the furnishings, equipment, and decoration in the Facility (the “LAM Property”). If the Agreement is terminated, LAM shall be permitted to remove the LAM Property and the Library agrees that it shall not prevent LAM from removing the LAM Property from the Facility.

c. If LAM removes the LAM Property from the Facility, LAM shall take reasonable steps to prevent any damage to the Facility and the Library as a result of such removal. LAM will be liable for any damage to the Makerspace Facility incurred during the removal of LAM’s equipment and property.

d. If any Library personnel or patron damages the LAM Property, the Library shall be responsible for the reasonable charges to repair the LAM Property. LAM shall use reasonable efforts to reduce the costs to the Library to repair the LAM Property. This subparagraph shall not apply to normal wear and tear of the LAM Property.

e. If any LAM staff or visitors damages the Library property, LAM shall be solely responsible for the cost of the repair. All repairs must be done and completed by Library approved vendors.

f. Occupancy of the space will not be allowed until space is fully completed and approved for occupancy by adjudicating agencies such as LADBS, LAFD, etc.
B. Responsibility and Obligations of the Library

1. The Library shall provide LAM access to the space on the 2\textsuperscript{nd} floor of Pico-Pico-Koreatown Library as described in Article 3, Section C. The Library shall provide the Facility to LAM according to the terms and conditions contained herein.

2. The Library will coordinate quarterly feedback and planning meetings with LAM.

3. The Library will pay for utilities used by the Makerspace.

4. The Library will review and approve the usage of the adjoining kitchen for approved programs.

5. The Library will issue security badges to all LAM personnel who will be working at the Makerspace Facility on a timely basis. LAM will provide an updated list of personnel to Library Staff within 5 days of any changes.

6. The joint Program is to provide community members free access to cutting edge technologies and support the patrons’ and librarians’ learning needs in an informal play-focused environment.

7. The Library will give LAM priority access to the Computer Lab and Community Room if not in use by City or Library staff.

8. The Library will provide a process for approval of partner organizations selected by LAM to provide portions of the free programming for Library patrons set forth in this Agreement.

9. The Library will not provide parking spaces for LAM staff and guests.

10. The Library may inspect LAM financial statements during normal business hours.

11. LAM and Community Partners shall provide Library with a quarterly list of LAM fees collected, events and funds raised and an accounting of expenses.

C. Responsibility and Obligations of LAM

1. LAM agrees to provide 1604 hours of programming each fiscal year (July 1 to June 30) to Library patrons at no cost.
2. LAM understands and agrees that it may not make any financial commitment on behalf of the Library, incur any cost or expense on behalf of the Library, or obligate the Library to make payments for any costs or expenses relating to the operation of the Makerspace, unless authorized and approved in writing by the City Librarian.

3. LAM agrees to be responsible for maintenance, cleaning and the repair costs associated with the upkeep of the Makerspace Facility. This obligation does not extend to repairing damages to the LAM Property as described in Article 4. Section A.(3.)(d.) above.

4. LAM is not obligated to do anything for the Library or its patrons that is not identified in this document.

5. LAM is not representing the Library and its policies in any way other than what is set forth in this Agreement.

6. LAM is permitted the following revenue-generating activities utilizing the Makerspace upon first obtaining specific approval from the Library:
   
i. Granting sponsors temporary naming rights for equipment and subdivided program areas.
   
ii. Operating the Makerspace Facility on a paid basis during hours it is not open to the public, conditional upon engaging security.
   
iii. Holding fundraising events during non-public hours, conditional upon engaging LAPD Security Services.
   
iv. Holding ticketed public events during non-public hours, conditional upon engaging LAPD Security Services.
   
v. Selling products.
   
vi. Holding non-Library paid professional development during non-public hours, conditional upon engaging LAPD Security Services.

7. LAM is responsible for procuring parking spaces for their staff and guests and obtaining advance Library approval for the activity or product.

8. LAM shall promptly furnish the Library copies of their monthly financial report every 20th of the month and the annual financial statements certified by an officer of LAM on April 30.
ARTICLE 5. BASIC PROVISIONS


Parties, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Parties shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

LAM shall also comply with the Standard Provisions for City Contracts (Rev.3-09) attached hereto as Attachment A and incorporated into the Agreement.

ARTICLE 6. MISCELLANEOUS

A. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by the LAM or Library, extension of the term, and any increase or decrease in services provided, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

B. Ambiguity

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

C. Insurance

LAM shall not commence work under this Agreement until all insurance required has been obtained and approved by the City. LAM, at its own cost and expense, shall procure and maintain the insurance requirement for the term of this Agreement and any additional terms as outlined in the Insurance Requirement (Attachment B). LAM 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 Agreement until the specified documents have been approved by the City Administrative Officer, Risk Management Section.
D. **Assignment**

This Agreement may not be sold, issued, assigned, or otherwise transferred by either the Library or LAM, and any such attempted assignment shall be null and void and of no effect without the advance written consent of the other party.

E. **Force Majeure**

Neither party shall be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the other party prior notice thereof, if such delay or failure is due to civil disturbances, military or national emergencies, natural disasters, acts of God, or other similar causes beyond that party’s reasonable control.

F. **Non-Exclusive Agreement**

Neither this Agreement nor any of its provisions shall preclude or restrict LAM from providing services of any kind to any other party during the term of this Agreement. Neither this Agreement nor any of its provisions shall preclude or restrict the Library from using the Facility at a time when it would not conflict with LAM’s use or providing services of any kind to any other party during the term of this Agreement, provided however that the Library shall not conduct the Program and shall not enter into any agreement with a third party regarding programs or services that are similar to the Program in the Facility without LAM’s prior written approval.

G. **No Waiver**

The parties both agree that any failure or delay in exercising any right, power, or privilege under this Agreement on the part of either party shall not operate as a waiver of any right, power, or privilege hereunder. The parties both agree that any single or partial exercise of any right, power, or privilege hereunder shall not preclude further exercise thereof.

H. **Severability**

Should any provision or part of a provision of this Agreement be determined to be illegal or invalid, the remaining provisions and parts if it is still reasonable to effectuate their purpose, shall not be affected thereby and shall remain in full force and effect.
I. **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.

J. **Entire Agreement**

1. This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms or conditions of this Agreement.

2. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Rev.3-09, Attachment A).

3. Except for obligations relating to programming, Community Partners will fulfill the financial commitments herein on behalf of LAM, if LAM is unable or unwilling to comply.
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES
LIBRARY DEPARTMENT

By ________________________________
   BICH NGOC CAO, President
   Board of Library Commissioners

Date ________________________________

COMMUNITY PARTNERS

By: ________________________________
   MAMIE FUNAHASHI, CFO
   Community Partners

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By ________________________________
   DOV LESEL
   Assistant City Attorney

Date ________________________________

By ________________________________
   RAQUEL BORDEN
   Executive Assistant

Date ________________________________

Los Angeles City Business Tax License Number: _______________________

Taxpayer Identification Number: _______________________

City Agreement Number: _______________________

13 | Page