AGENDA
BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, JANUARY 12, 2017

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 – December 8, 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 the following gifts: (EXHIBIT “A”)

      $2,540.63 From the Marjorie Brock Living Trust to the John C. Fremont Branch Library
      $2,540.63 From the Marjorie Brock Living Trust to the Fairfax Branch Library
      $1,500.00 From the Friends of the Atwater Village Branch Library to the Atwater Village Branch Library
b. Recommendation to approve agreement with “Attention to Detail” For Special Events Coordinator Services (EXHIBIT “B”)
c. Recommendation to approve Request for Qualifications (RFQ) for Marketing Services (EXHIBIT “C”)
d. Recommendation to approve an agreement with Anaibiv to Develop space for use by the library, community and schools And an urban garden at Little Tokyo Branch Library (EXHIBIT “D”)

6. Various Communications: None

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

8. Adjournment

**NEXT BOARD MEETING NOTICE**

The next Regular Meeting of the Board is scheduled for Thursday, **January 26, 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 use loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

Posted 1/9/17

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

January 12, 2017

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFTS FROM THE MARJORIE BROCK LIVING TRUST

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, that a gift of $2,540.63 received from the Marjorie Brock Living Trust, for donation to the John C. Fremont Branch Library be accepted and deposited in Trust Fund 831, account 306; and;

RESOLVED, that a gift of $2,540.63 received from the Marjorie Brock Living Trust, for donation to the Fairfax Branch Library be accepted and deposited in Trust Fund 831, account 159; and;

FURTHER RESOLVED, that a letter of thanks be sent to Candace K. Ladley, expressing the grateful appreciation of the Board and staff for the generous gifts.

FINDINGS:

1. After the passing of Marjorie Brock, a gift was bequeathed to both John C. Fremont Branch Library and Fairfax Branch Library in memory of her parents and her sister.
2. Gift of $2,540.63 unrestricted; for John C. Fremont Branch Library's Trust Account.
4. A letter of thanks should be sent to:
   Candace K. Ladley – Attorney at Law
   (Address on File)

Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Emily Fate, Acting Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 12, 2017

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

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE ATWATER VILLAGE BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $1,500 received from The Friends of the Atwater Village Branch Library, for donation to the Atwater Village Branch Library be accepted; and;

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

FINDINGS:

1. Gift of $1,500 for adult materials.

2. A letter of thanks should be sent to:

   Patricia L. Desmarais, President
   (address on file)

Prepared by: Paul Montgomerie, Hollywood Area Manager

Reviewed by: Emily Fate, Acting Director of Branches
EXHIBIT B

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 12, 2017

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: REQUEST TO APPROVE THE SELECTION OF ATTENTION TO DETAIL AS THE SPECIAL EVENT COORDINATOR

RECOMMENDATION:

1. That the Board of Library Commissioners award a contract, substantially in the form attached, to Attention to Detail as the Special Event Coordinator to provide professional and technical consulting services needed to coordinate large-scale special events at the Central Library and branch library facilities.

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

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

4. Authorize the President of the Board of Library Commissioners to execute the Agreement.

5. Adopt the attached Resolution regarding the Agreement between Los Angeles Public Library (LAPL) and Attention to Detail.

FINDINGS:

1. On August 25, 2016, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for the services of a Special Events Coordinator. A mandatory pre-proposal conference was held on October 14, 2016. The due date for responses to the RFP was December 6, 2016.

2. In the RFP and at the mandatory pre-proposal conference it was stressed that proposer must register on the Los Angeles Business Assistance Virtual Network (BAVN) at http://www.labavn.org. This is a free service provided by the City of Los Angeles and the Mayor's Office of Economic and Business Policy. Of particular importance is the Business Inclusion Program Outreach Process (BIP). It is the mandatory policy of the City of Los Angeles to provide Minority-owned Business Enterprises, Woman-owned Business Enterprises, Small Business Enterprises, Disabled Veteran Business Enterprises, Emerging Business
Enterprises and all Other Business Enterprises an equal opportunity to participate in the performance of City contracts. The website determines the number of contacts required based on available sub-contractors, and it tracks and records compliance with the Mayor's Executive Directive No.14 issued on January 12, 2011 which requires BIP outreach be performed by each bidder/proposer.

3. The RFP was advertised on the City's Los Angeles Business Assistance Virtual Network (www.labavn.org) and the Los Angeles Times.

4. The RFP was viewed by sixty three (63) and bookmarked by thirty seven (37) vendors on the BAVN website. Twelve (12) firms attended the mandatory pre-proposal conference, Attention to Detail was the only proposer to submit a proposal.

5. The recommended proposal more than satisfactorily met all the requirements of the RFP.

Attachments

Prepared by: Eloisa Sarao, Assistant Business Manager
Reviewed by: Kris Morita, Assistant General Manager
LIBRARY RESOLUTION NO. 2017–2 (C-2)

RESOLVED, That the Board of Library Commissioners award a contract to Attention to Detail as the Special Event Coordinator to provide professional and technical consulting services needed to coordinate large-scale special events at the Central Library and branch library facilities; and

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

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes as needed to the Agreement prior to execution; and

FURTHER RESOLVED, That the President of the Board of Library Commissioners is authorized to execute the contract.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:
AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
ATTENTION TO DETAIL
FOR SPECIAL EVENTS COORDINATION SERVICES

This Agreement is entered into by and between the City of Los Angeles ("hereinafter "City"), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Board"), and Attention to Detail (hereinafter "Consultant").

WHEREAS, the Los Angeles Public Library (hereinafter "L.A.P.L." or "Library") has meeting rooms and other facilities available for public use, and;

WHEREAS, the Library requires the services of a Consultant to provide professional and technical consulting services needed to coordinate large-scale special events at the Central Library and branch library facilities, and;

WHEREAS, the Board approved the issuance of a Request for Proposals on August 25, 2016 for a Special Events Coordinator, and;

WHEREAS, on December 6, 2016, Consultant was the only proposer to submit a response to the Request for Proposals, said response is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, Consultant's services are professional, expert and technical and of a temporary and occasional character, and;

WHEREAS, it is more economical and feasible for the Consultant to perform such services for the Library; and;

WHEREAS, City desires to contract for the services of a Special Events Coordinator, and;

WHEREAS, funds are available to provide Consultant services from the Library's Contractual Services Account, and;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:
1.0 Said Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. This Agreement;

B. The Request for Proposals for a Special Event Coordinator dated August 25, 2016, hereinafter Exhibit A;

C. Consultant’s response to the Request for Proposals for a Special Event Coordinator and the completed attachments thereto as submitted in response to the Request for Proposals issued by the Library (hereinafter Exhibit B);

D. Standard Provisions for City Contracts (Rev. 3-09) (Exhibit C); and

E. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

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 and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for a Special Event Coordinator for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.

B. The Request for Proposals for a Special Event Coordinator (Exhibit A).

C. Consultant’s response to the Request for Proposals for a Special Event Coordinator (Exhibit B).

D. Standard Provisions for City Contracts (Rev. 3/09), (Exhibit C).

E. Evidence of Insurance (Exhibit D).
3.0 CONSULTANT’S PERFORMANCE

3.1 SCOPE OF WORK

A. Public Relations/Marketing

Duties:

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

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

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

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

5. Promote Library as an event site, solicit new business via networking events and industry events.

B. Administrative Tasks

Duties:

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

2. Assess needs and determine costs for event: security, custodial, audiovisual, and facility coordination services. Prepare permit outlining library personnel fees and send proposed agreement to Client.

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

4. Obtain executed agreement, collect all rental and staff fees from Client prior to event.
5. Post event, follow up with Library staff regarding any additional overtime required for which Client is responsible.

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

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

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

C. Coordination

1. Research and develop event concept. Oversee and design the logistics and management of all event elements.

2. Identify staffing needs and generate all requests for in-house coordinating services (i.e. docent tours, security officers, building maintenance, custodial services, event attendants, audio visual services, sign requests, and freight and parking arrangements, etc.). Develop and distribute event requests to Library personnel and other agencies involved; provide continuous follow through communication. Schedule and attend pre and post event meetings.

3. Research and assist Client in the selection of the most cost-efficient vendors and contractors to provide quality service.

4. Conduct site inspections with Client and suppliers. Communicate Library policy requirements to Client and Client's suppliers in writing.

5. Create event proposals, menus, customized budgets and invoices for the Client.

6. Organize/coordinate all aspects of the event including vendor contact, staff requests, and sign requests.

7. Input scheduled and tentative events on the Library's master event calendar.

8. Prepare and modify events Client's request as needed.

9. Develop detailed event timelines with consideration for the Library's open public hours and other scheduled events and programs.
10. Submit applications and acquire any/all city permits.

11. Communicate event set-up and strike expectations with Library staff (i.e., event attendants, custodial, security, maintenance, audiovisual, etc.) required for event. Ensure correct signage for all events is prepared and posted in a timely manner.

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

13. Create and maintain Client files. Track event finances including check requests, invoicing and annual reporting.

14. Participate in monthly calendar meetings with Library management, security, custodial, audiovisual, public relations and other relevant personnel to plan upcoming events and evaluate past events.

3.2 WORK SCHEDULE, ASSISTANCE AND PAYMENT

Consultant shall adjust his/her hours to best meet the demands of the productions or special events within the Library Department. If the Library desires the Consultant to work a specific event, Consultant is required to do so. If Consultant is not available to work an event, he/she must inform the Business Office. In addition, Consultant shall set his/her schedule to coordinate with client and Library staff requiring advice and assistance. If Consultant is not available to work an event, Consultant is responsible for arranging replacement personnel. Consultant shall submit to the Assistant General Manager or his/her designee a work schedule and will be available on call when necessary.

It is understood that Consultant may charge for work performed at $ 70.00 per hour. The work week may fluctuate in the number of hours worked if there is no impact upon any productions or special events.

Reasonable miscellaneous expenses, not to exceed $10,000 per year, shall be permitted for parking, telephone calls, facsimiles, office supplies, cell phones, internet, mileage and event supplies.

Consultant shall submit invoices every two (2) weeks detailing costs, the productions or special events worked on, and the time spent on each as well as reasonable expenses. Such invoice will be paid upon approval of the Library’s Assistant General Manager or his/her designee.
4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the RFQ shall be provided as Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Contracts.

5.0 LIBRARY'S PERFORMANCE

Library will provide Consultant with an office, telephone, computer and supplies for the performance of the services to be provided under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Consultant during the term of this Agreement shall be $70.00 per hour. Miscellaneous expenses, as stated in Section 3.2 of this Agreement, shall not exceed $10,000 per year. Total appropriations, including current and additional appropriations, shall not exceed $110,000 on an annual basis.

The City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the City appropriates additional funds for this Agreement in subsequent years, the City payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. The Consultant shall not provide any services, goods, or equipment, and the City shall not pay for any services, goods, or equipment provided, in excess of the funds appropriated by the City for this Agreement.

8.0 BILLING AND INVOICES

A. Consultant shall submit itemized invoices every two (2) weeks to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld. Payment shall be for personnel listed in the Consultant's bid submittal and project related expenses (Exhibit B), unless amended by both parties in a written document. Receipts shall be provided for all expenses for which Consultant requests reimbursement.

B. To ensure that services provided under personal services contracts are measured against services as detailed in the contract, the Controller of the City of Los Angeles has developed policy requiring that specific supporting documentation be submitted with invoices. The Consultant is required to submit invoices that conform to City Standards and include, at a minimum the following information:
i. Name and address of Consultant

ii. Name and address of City Department being billed

iii. Date of invoice and period covered.

iv. Contract number or authority number.

v. Description of completed task and amount due for task, including:
   • Name of personnel working on task
   • Hours spent on task and time sheet supporting charges (if applicable).
   • Rate per hour and total due.

vi. Signature of a duly authorized officer.

C. All invoices shall be submitted on Consultant’s letterhead, contain Consultant’s official logo, or other unique and identifying information such as the name and address of the Consultant. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. Invoices shall be submitted to the City by Consultant within thirty (30) days of service or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager. If invoice is insufficient or unsatisfactory, the City manager shall inform Consultant of any defect within ten (10) business days of receipt of the invoice from Consultant, and Consultant shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than ninety (90) days after receipt by the City.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Consultant. The City will not compensate the Consultant for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Consultant shall be paid for work completed and approved under this Agreement through the effective date of termination.
10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Consultant for coordination of special events for Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of other organizations and/or individuals that provide special event coordination services during the term of this Agreement.

11.0 OWNERSHIP

A. Consultant acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by Consultant pursuant to the terms of this agreement, are "work made for hire" and shall become the property of the City for its use in any manner it deems appropriate. Consultant assigns any and all of its respective interests and rights in such property to the City.

B. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Consultant shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.

C. The provisions of this article survive termination of this Agreement.

12.0 DISCLOSURE INFORMATION

A. All Documents and information provided to Consultant by the City are confidential. All Materials are to be considered confidential. Consultant agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Consultant shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

B. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

BOARD OF LIBRARY COMMISSIONERS

By: _______________________
   BICH NGOC CAO
   President

Date: _______________________

ATTENTION TO DETAIL

By: _______________________
   DEBRA A. DENDRINOS
   President

Date: _______________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _______________________
   ARLETTA MARIA BRIMSEY
   Deputy City Attorney

Date: _______________________

ATTEST:

By: _______________________
   RAQUEL BORDEN
   Executive Assistant

Date: _______________________

City Clerk’s Attestation
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 12, 2017

To: Board of Library Commissioners
From: John F. Szabo, City Librarian
Subject: REQUEST FOR QUALIFICATIONS FOR MARKETING AND PUBLIC RELATIONS CONSULTANTS

A. RECOMMENDATIONS

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

   a. Authorize the City Librarian, or designee, to release the Request for Qualifications (RFQ) for Marketing and Public Relations consultants and advertise the RFQ to potential proposers;

   b. Determine, in accordance with Charter Section 1022, that it is more economical that these services be performed by independent contractors than by City employees;

   c. Agree that proposals must be submitted no later than 1:00 PM on Thursday, March 30, 2017, to the office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071.

B. FINDINGS

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

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

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

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

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

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

Attachment 1 Checklist of Marketing and Public Relations Services
Attachment 2 Standard Provisions for City Contracts
January 12, 2017

LIBRARY RESOLUTION NO. 2017-3 (C-3)

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

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

FURTHER RESOLVED, To agree that proposals must be submitted no later than 1:00 PM on Thursday, March 30, 2017, to the office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

REQUEST FOR QUALIFICATIONS
RFQ No. xx-xxx

For

MARKETING AND PUBLIC RELATIONS CONSULTANTS
REQUEST FOR QUALIFICATIONS
Marketing and Public Relations Consultants
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

<table>
<thead>
<tr>
<th>Date Request for Qualifications (RFQ) Issued:</th>
<th>January 2017</th>
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<tbody>
<tr>
<td>Title:</td>
<td>RFQ #xx-xxx</td>
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<tr>
<td></td>
<td>Marketing and Public Relations Consultants</td>
</tr>
<tr>
<td>Description:</td>
<td>The Los Angeles Public Library (LAPL) seeks qualified consultants to establish a list of qualified marketing and public relations consultants to be retained on an as-needed and as-requested basis to provide the development and implementation of public relations, marketing, point-of-sale and communications services for the LAPL.</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="http://labavn.org">http://labavn.org</a></td>
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<tr>
<td></td>
<td>Proposers must register on the Los Angeles Business Assistance Virtual Network (LABAVN) before they can access the RFQ and updates. The Business Inclusion Program (BIP) outreach must be completed <strong>15 days prior to the RFQ due date.</strong> See the exact date for this RFQ on the LABAVN website.</td>
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<td>Term:</td>
<td>Three years</td>
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<td>Key Dates:</td>
<td></td>
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<tr>
<td>Proposal Due:</td>
<td>March 30, 2017 at 1:00 PM</td>
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<tr>
<td>Mandatory Pre-proposal Conference Date:</td>
<td>February 16, 2017 at 10:00 AM</td>
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<tr>
<td>BIP Outreach Due Date:</td>
<td>March 10, 2017</td>
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<tr>
<td>Proposal Delivery Address:</td>
<td>Los Angeles Public Library</td>
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<td>Board of Library Commissioners</td>
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<td></td>
<td>630 W. Fifth St.</td>
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<td>Los Angeles, Ca 90071</td>
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<tr>
<td>Contract Administrator:</td>
<td>Robert Morales</td>
</tr>
<tr>
<td></td>
<td>(213) 228-7462</td>
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<td><a href="mailto:rmorales@lapl.org">rmorales@lapl.org</a></td>
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ATTACHMENT 1 Standard Provisions for City Contracts (Rev. 3/09)

E.1 Declaration of Non-Collusion
E.2 Contractor Responsibility Ordinance (CRO)
E.3 Contractor Responsibility Ordinance Questionnaire
E.4 Contractor Responsibility ordinance Pledge of Compliance
E.5 Living Wage Ordinance (LWO) and Amendments
E.6 LWO Employee Information
E.7 LWO Subcontractor Declaration of Compliance
E.8 LWO Subcontractor Information Form
E.9 LWO Non-Coverage Exemption Application (if applicable)
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E.11 SCWRO Application for Non-Coverage or Exemption (if applicable)
E.12 Child Support Assignment Orders Ordinance
E.12a Child Support Certification of Compliance
E.13 City of Los Angles Contract History
E.14 City of Los Angeles Residence Information
E.15 Bidder Certification CEC Form 50 (Rev. Feb 2014)
E.16 Bidder Contribution CEC Form 55 (Rev. October 2013)
E.16a Prohibited Contributors CEC Form 56
E.17 Insurance Requirements
E.18 BIP Outreach Process
E.19 Local Business Preference Program
E.20 Form DE542
E.21 First Source Hiring Ordinance
E.21a First Source Hiring Rules and Regulations to Implement
A. PURPOSE OF REQUEST FOR QUALIFICATIONS

1. Introduction

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

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

2. Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### B. CONTENTS OF THE PROPOSAL

Please provide all of the requested information.

1. **Cover Letter**

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

2. **Description of Proposer**

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

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

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

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

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

4. **Key Personnel**

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

5. **References**

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

6. **Proposed Fees and Expenses Schedule**

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

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

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

7. **Mandatory City Contract Requirements and Compliance Documents**

   To be considered responsive to this RFQ, Proposers must submit completed responses for the City’s contracting requirements and compliance documents.
a. Declaration of Non-Collusion
Each proposal must have attached thereto the affidavit of the Proposer that such proposal is genuine, and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; and that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

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

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

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

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

All Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at $5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City’s BAVN.

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

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

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

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

As of July 1, 2016, Contractor Employers shall pay employees a wage of no less than $11.27 per hour with health benefits of $4.91 per hour or $16.18 per hour without health benefits. Such rates shall continue to be adjusted annually to correspond with adjustments to retirement benefits paid to members of the City Employment Retirement System (CERS).

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

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

Non-construction contracts for which the consideration is $1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions.

Non-construction contracts for which the consideration is $100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.
Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Proposer and shall be made available to the Office of Contract Compliance upon request.

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


f. **Slavery Disclosure Ordinance**

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

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

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

g. **Child Support Obligations Compliance Form**

   The City of Los Angeles has adopted an Ordinance, see Exhibit E.12, requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

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

h. **City Contracts Held Within the Past Ten Years**

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

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

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

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

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

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

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

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

k. Business Tax Registration Certificate
   In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City. The Office of Finance’s Tax and Permits Division, (213) 473-5901, has sole authority in determining a firm’s tax requirements and in issuing BTRCs or Business Tax Exemption Numbers.

   Accordingly, a firm’s current BTRC or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment.

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

l. City’s Insurance Requirements
   The Proposer shall not commence work under any contract with the City until all insurance required under this section of this RFQ has been obtained and approved by the City.

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

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

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

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

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

o. **Local Business Preference Program**
   This program is subject to the policies and requirements established by the City Council and the City of Los Angeles Mayor’s Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (See Exhibit E.19).
p. **Iran Contracting Act of 2010**

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

q. **First Source Hiring Ordinance**

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

All Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City’s BAVN. Proposers seeking additional information regarding the requirements of the FSHO may visit the Bureau of Contract Administration’s web site at [http://bca.lacity.org](http://bca.lacity.org).

C. **PROPOSAL SUBMISSION AND REQUIREMENTS**

1. **In Writing**

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

Each proposal must be enclosed in a sealed package showing the proposal title in the lower left-hand corner. It is recommended that a messenger deliver the proposal to ensure timely delivery. The proposal shall be addressed as follows:

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2. Responsibility for Timely Submission of Proposal

Proposals must be received at the address given above in Section C.1. on or before 1:00 PM on Thursday, March 30, 2017. Proposals received after 1:00 PM on Thursday, March 30, 2017, will not be accepted and shall be returned to the Proposer unopened. Timely submission of proposals is the sole responsibility of the Proposers.

The formal announcement of proposals will take place on April 3, 2017. The LAPL reserves the right to extend the submission date. Any changes to the submission date will be posted on www.labavn.org.

3. Withdrawal by Proposer

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

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

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

5. Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held to receive questions from prospective Proposers regarding this RFQ. The conference has been scheduled for Thursday, February 16, 2017, at 10:00 AM at the LAPL Central Library, 630 West Fifth Street, Los Angeles, CA 90071.

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

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

D. BASIS OF EVALUATION

1. Qualifications of Public Relations and Marketing Employees

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

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

2. Proposal Responsiveness Criteria

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

3. Evaluation Process

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

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

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

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

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

4. Evaluation Criteria

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

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

5. Appeals Process

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

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

- Name, address, and telephone number of the protesting party.
- Name and number of this RFQ.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the protest.
- Request for a ruling from LAPL.
- Statement as to the form of relief requested.

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

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

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

E. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

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

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

2. Public Records Act

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

In addition to the requested proposal copies listed in Section C.1., all
Proposers must supply one unbound, complete duplicate copy of its proposal
with those specific items claimed as exempt clearly marked (redacted). This
copy must identify what specific information (if any) in their proposal that they
claim, in good faith, is exempt from disclosure under the CPRA.

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

3. RFP Revisions

Any revision, amendment and addendum made to this RFQ will be posted on

4. Transfers, Joint Ventures and Use of Subcontractors

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

5. Information Requested and Not Furnished

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

6. Alternatives

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

7. Proposal Errors

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

The LAPL reserves the right to make corrections or amendments due to errors identified in proposal by the LAPL or the proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the Contract Administrator identified in section E.11.

8. Interpretation and Clarifications

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

9. Cost of RFQ

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

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

11. Contact for Information

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

Robert Morales  
Los Angeles Public Library  
630 West Fifth Street  
Los Angeles, CA 90071  
E-mail: RMorales@lapl.org

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

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

12. Standard Provisions for City Contracts (Rev. 3/09)

All contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts (Rev. 3/09) which are included in Attachment 1.
F. CHECKLIST OF MARKETING AND PUBLIC RELATIONS SERVICES

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

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

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
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<tr>
<td><strong>Skills and Services from RFQ Section A.2. Scope of Work</strong></td>
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<td>aa. Event Planning and Execution Services</td>
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G. PROPOSER CHECK LIST

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

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<tr>
<th>Section</th>
<th>FORM/DOCUMENT DESCRIPTION</th>
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<tr>
<td>RFQ B.1</td>
<td>* Cover Letter</td>
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<td>RFQ B.2</td>
<td>* Description of Proposer</td>
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<tr>
<td>RFQ B.3</td>
<td>* Proposer Capabilities, Qualifications and Relevant Experience</td>
<td>□</td>
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<td>RFQ B.4</td>
<td>* Key Personnel</td>
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<td>RFQ B.5</td>
<td>* References</td>
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<td>RFQ B.6</td>
<td>* Proposed Fees and Expenses Schedule</td>
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<td>RFQ B.7</td>
<td>* Mandatory City Contract Requirements and Compliance Documents</td>
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<tr>
<td>RFQ F.</td>
<td>* Checklist of Marketing and Publics Relations Services</td>
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<td>Exhibit E.1</td>
<td>* Declaration of Non-Collusion</td>
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<td>Exhibit E.2</td>
<td>* Contractor Responsibility Ordinance (CRO)</td>
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<td>Exhibit E.3</td>
<td>* CRO Questionnaire</td>
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<td>Exhibit E.4</td>
<td>* CRO, Pledge of Compliance</td>
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<td>Exhibit E.5</td>
<td>* Living Wage Ordinance (LWO) and Amendments</td>
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<td>Exhibit E.6</td>
<td>* LWO Employee Information Form</td>
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<td>Exhibit E.7</td>
<td>* LWO Subcontractor Declaration of Compliance</td>
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<td>Exhibit E.8</td>
<td>* LWO Subcontractor Information Form</td>
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<td>Exhibit E.9</td>
<td>* LWO Non-Coverage Exemption Application Form (if applicable)</td>
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<td>Exhibit E.9a</td>
<td>* LWO Non-Profit/One Person Exemption Form (if applicable only)</td>
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<td>Exhibit</td>
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<tr>
<td>E.9b</td>
<td>* LWO Small Business Exemption Form (if applicable only, English)</td>
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<td>E.9c</td>
<td>* LWO Small Business Exemption Form (if applicable only, Spanish)</td>
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<td>E.10</td>
<td>* Service Contractor Worker Retention Ordinance (SCWRO) and Amendments</td>
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<td>E.11</td>
<td>* SCWRO Application for Non-Coverage or Exemption Form OCC/SCWRO-1 (if applicable only)</td>
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<td>E.12</td>
<td>Child Support Assignment Ordinance</td>
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<td>E.12a</td>
<td>* Child Support Certification of Compliance</td>
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<td>E.13</td>
<td>* City of Los Angeles Contract History</td>
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<td>E.14</td>
<td>* City of Los Angeles Residence Information</td>
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<td>E.15</td>
<td>* Bidder Certification CEC Form 50 (Rev 2/14)</td>
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<td>E.16</td>
<td>* Bidder Certification CED Form 55 (Rev 10/13)</td>
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<td>E.16a</td>
<td>* Prohibited Contributors CEC Form 56 (Underwriter – If Applicable)</td>
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<td>E.17</td>
<td>Insurance Instructions and Requirements</td>
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<td>E.17a</td>
<td>Workers Comp Ins Req - Waiver</td>
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<td>E.18</td>
<td>* Business Inclusion Program (BIP) Outreach Process</td>
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<td>E.19</td>
<td>* Local Business Preference Program</td>
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<td>E.20</td>
<td>* Iran Contracting Act of 2010 Affidavit</td>
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<td>B.7.c</td>
<td>^ Equal Benefits Ordinance</td>
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<td>B.7.f</td>
<td>^ Slavery Disclosure Ordinance</td>
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<td>B.7.k</td>
<td>* Business Tax Registration Certificate</td>
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<td>B.7.q</td>
<td>^ First Source Hiring</td>
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<tr>
<td>E.21</td>
<td>* Standard Provisions of City Contracts (Rev. 3/09)</td>
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KEY:

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

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

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

@ Required after award of Contract.
Attachment 1

Checklist of Marketing and Public Relations Services

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

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

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TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: REQUEST TO APPROVE AN AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND ANAIBIV, LLC FOR THE USE OF A PORTION OF THE LITTLE TOKYO BRANCH LIBRARY PROPERTY

RECOMMENDATIONS

1. That the Board of Library Commissioners:
   
   A. Approve an Agreement, substantially in the form attached, between the City of Los Angeles and Anaibiv, LLC for the joint use of a portion of the Little Tokyo Branch Library property.
   
   B. Authorize the City Librarian, or designee, to deposit funds received from rental of the joint use portion of the Little Tokyo Branch Library into Fund 831 Library Service Fund, Account Code 334 Little Tokyo Garden Rental.
   
   C. Authorize the City Librarian and the City Attorney, or designee, to make technical changes as needed to the Agreement.
   
   D. Authorize the President of the Board of Library Commissioners to execute the Agreement.
   
   E. Adopt the attached Resolution regarding the Agreement between the City of Los Angeles and Anaibiv, LLC.

FINDINGS

1. The Los Angeles Public Library (LAPL) owns the property at 203 South Los Angeles Street where the Little Tokyo Branch Library is located. The western portion of the real property, approximately 3,480 square feet of the site, is currently vacant and not being used for any Library purpose. In the proposed Agreement, this area is called the Premises.

2. Anaibiv, LLC owns the property at 214 South Main Street, formerly the Cathedral of Saint Vibiana. The Cathedral was sold and has been remodeled to be an event space called Vibiana. Redbird Restaurant is a tenant at the Vibiana event space. Chef Neal Fraser owns and manages Redbird Restaurant.
3. The Little Tokyo Branch Library and the Vibiana event space are adjacent to each other.

4. Anaibiv, LLC proposes to enter into an Agreement to improve the Premises and to create an urban garden which would provide produce for the Redbird Restaurant. In addition, Anaibiv, LLC would improve the Premises to provide space for the joint use for Library programs, community and educational space, and for special events during the term of the Agreement.

5. The design of the Premises would be substantially as proposed in the drawing included in Exhibit G of the Agreement.

6. The term of the agreement would be for three (3) years.

7. The funding for the development of the Premises will be provided entirely by Anaibiv, LLC. No City or LAPL funds will be used to improve or maintain the Premises.

8. Exhibit H of the Agreement includes a rental value for the Premises which is based on the current Board-approved fee schedule. Any funds received by the Library for use of the Premises will be deposited into Fund 831 Library Service Fund, Account Code 334 Little Tokyo Garden Rental. Use of the Premises by LAPL and Anaibiv will be coordinated by both Parties and approved upon compliance with the LAPL’s normal application process.

9. Once the Premises is complete and available for use, the Facility Rentals page on the LAPL website will be updated to include the space and the following fee schedule. The fee schedule shall apply to private individuals or other organizations who wish to use the Library’s facilities and grounds. The basic fee must be paid to the LAPL prior to use.

10. The Agreement ensures that representatives from the LAPL and Anaibiv, LLC will be involved in all decisions regarding the use of the Premises.

11. Ownership and control of the Premises will remain with LAPL and will not be transferred to Anaibiv, LLC.

12. The Agreement has been reviewed by the Office of the City Attorney as to form.

Attachments

Prepared by: Madeleine M. Rackley, Business Manager

Reviewed by: Kris Morita, Assistant General Manager
January 12, 2017

LIBRARY RESOLUTION NO. 2017-4 (C-4)

RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to negotiate an Agreement with Anaibiv, LLC for the joint use of a portion of the Little Tokyo Branch Library property for Anaibiv, LLC to improve, use and maintain for an urban garden, Library program space, community space, educational space and for special events during the term of the Agreement; and

FURTHER RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to deposit funds received from rental of the joint use portion of the Little Tokyo Branch Library into Fund 831 Library Service Fund, Account Code 334 Little Tokyo Garden Rental; and

FURTHER RESOLVED, That the Board of Library Commissioners authorize the City Attorney and the City Librarian, or designee, to make technical changes to the Agreement.

This is a true copy:

________________________________________
Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
ANAIBIV, LLC
FOR THE JOINT USE OF A PORTION OF THE
LITTLE TOKYO BRANCH LIBRARY PROPERTY

RECITALS

THIS AGREEMENT ("Agreement") is entered into as of ________________, 2017, by and between the City of Los Angeles, a municipal corporation, ("City") acting by and through its Board of Library Commissioners for the Los Angeles Public Library ("Library" or "LAPL") and Anaibiv, LLC ("Anaibiv"), a Delaware limited liability corporation, whose address is 114 East Second Street, Los Angeles, CA 90012, for the joint use of a portion of the Little Tokyo Branch Library property and for Anaibiv to improve, use and maintain the property as an urban garden, Library program space, community space, educational space and for special events during the term of this Agreement as further described herein. City / Library / LAPL and Anaibiv may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, LAPL owns, manages and controls the real property located at 203 South Los Angeles Street, Los Angeles, CA 90012, identified as Assessor Parcel Number (APN) 5161-026-901 and known as the Little Tokyo Branch Library; and

WHEREAS, the western portion of the Little Tokyo Branch Library, approximately 3,480 square feet of real property (the "Premises"), is currently vacant and not being utilized for any Library purpose; and

WHEREAS, Anaibiv owns the adjacent properties located to the north and west of the Premises and will work with its Tenant, Redbird Restaurant and Chef Neal Fraser, for purposes of this Agreement; and

WHEREAS, Anaibiv has the desire, ability and resources to improve, use and maintain the Premises as an urban garden, Library program space, community space, educational space and for special events; and

WHEREAS, the Parties recognize that the proposed uses of the Premises would also serve the public by providing urban gardening, Library program space, community space, educational space and for special events space; and

WHEREAS, the improvements to the Premises proposed by Anaibiv would allow the Premises to be used also by LAPL for Library purposes; and
WHEREAS, the Mayor of the City of Los Angeles, Eric Garcetti, has made it a priority of his administration to achieve the goals and outcomes included in the Sustainable City pLAn document released in April 2015; and

WHEREAS, three of the goals and outcomes of the Sustainable City pLAn include: 1) expand access to urban agriculture and community gardens; 2) increase the number of urban agriculture sites in Los Angeles; and 3) use libraries to promote environmental and social engagement; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all Library sites, and on __________________________, 2017, the Board of Library Commissioners approved the joint use of the Premises by Anaibiv for urban gardening, Library program space, community space, educational space and special event purposes (Board Resolution No. 17-XX) subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW THEREFORE, the Parties hereby agree to the following terms and conditions for the capital improvements, joint use and maintenance of the Premises as further described herein.

SECTION 1 – PURPOSE AND PERMITTED USE

A. The purpose of this Agreement is to authorize the joint use of the Premises and for Anaibiv to improve, use and maintain the Premises as an urban garden, Library program space, community space, educational space and for special events for the benefit of the public and subject to the terms and conditions of this Agreement.

B. Ownership of the Premises will remain with LAPL. Pursuant to City Charter Section 534, the Board of Library Commissioners has “full control over all library sites.” Library reserves its right to exercise “full control over” the Premises, which rights include but are not limited to the right to sell, lease, transfer, pledge, hypothecate or revoke any use of Premises if determined by LAPL in its sole discretion to be in the best interest of LAPL and the public. Accordingly, by entering into this Agreement, the Premises will not be transferred to, owned or controlled by Anaibiv. (Emphasis added.) If Anaibiv uses the Premises in any way that is not consistent with the terms of this Agreement, Library reserves the right to terminate the Agreement and revoke Anaibiv’s use of the Premises.
SECTION 2 – DESCRIPTION OF PREMISES

A. The Premises is described as approximately 3,480 square feet of land located in the western portion of the Little Tokyo Branch Library property at 203 South Los Angeles Street, Los Angeles, CA 90012. A map with an aerial view of the Little Tokyo Branch Library and the parcel boundary, identified by the County of Los Angeles as APN 5161-026-901, is attached hereto and incorporated herein by reference as Exhibit A. A map with an aerial view of the same property with the Premises highlighted is attached hereto and incorporated herein by reference as Exhibit B.

SECTION 3 – TERM

A. The term of this Agreement shall commence upon full execution and attestation of the Agreement and shall be for a period of three (3) years from the date written above, unless terminated earlier in writing by either of the Parties.

B. Either of the Parties may terminate this Agreement without cause by providing the other Parties with 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.

SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Anaibiv

1. **Joint Use:** Anaibiv is authorized to use the Premises throughout the term of this Agreement for the specific purposes of urban gardening, Library programs and community uses, as well as for educational and special events subject to terms and conditions of this Agreement. Use of the Premises by LAPL and Anaibiv will be coordinated by both Parties. The rental value of the Premises shall be as stated in Exhibit F. Exhibit F is attached hereto and incorporated herein by reference.

2. **Maintenance:** Anaibiv shall, at no cost to LAPL, secure and maintain the Premises, which includes, but is not limited to, ensuring the Premises receives: routine landscape maintenance; tree trimming and removal as-needed; trash removal and disposal; repairs for damage on the Premises; and replacement of grass, plants, flowers, and trees as-needed, to maintain an attractive, secure and inviting atmosphere. The Parties will agree in writing to a plan which defines the maintenance of the Premises.
3. **Improvements:** Anaibiv shall, at its sole cost and expense, furnish and provide any seating, gardening beds, lighting, fencing, hardscape, landscape, water features, irrigation, drainage, and any other necessary amenities and equipment to conduct the Purpose and Permitted Use on the Premises. Anaibiv intends to plant fruiting olive trees and edible plants on the Premises in permanent raised beds and in portable pots. Anaibiv shall include sustainable materials and systems in the design and implementation of the amenities, such as permeable walking surfaces, LED lighting, drought tolerant plant materials, and drip irrigation. The design plan shall be approved by the Library prior to any construction.

4. **Construction of Improvements:** All improvements shall be installed upon the written agreement of both Parties. Anaibiv will provide a timeline and detailed design and construction documents for Library approval prior to the commencement of construction. Upon approval of the completed design and approved construction documents, Anaibiv will obtain all necessary City permits and City required insurance and complete the work in a good and workmanlike manner consistent with the approved documents. Anaibiv shall construct and install the improvements to Premises as described herein working with Chef Neal Fraser, and Anaibiv shall incur all costs for providing such improvements to Premises. Anaibiv shall install all approved improvements with a timetable agreed to in writing by both Parties. Anaibiv shall have no rights to make any improvements to the Premises unless specifically approved in writing by the City Librarian or designee. One purpose of the Agreement is for the Premises to be permanently improved, and as such, a description of the permanent improvements shall be as specified in Exhibit G attached hereto and incorporated by reference. Such permanent improvements may not be removed by Anaibiv upon termination of this Agreement, and must remain at the Premises. In the event Anaibiv is permitted to remove any improvement upon termination of this Agreement, Anaibiv agrees to repair at its sole cost and expense any damage caused to the Premise by such removal. Any further alterations must similarly be approved by LAPL in writing prior to the commencement of any work.

5. **Design and Construction:** Anaibiv shall include Chef Neal Fraser and LAPL staff in Premises design and construction meetings.

6. **Utilities:** Anaibiv shall be responsible for all utility costs related to the Premises. Such costs include, but are not limited to, the installation, repair and maintenance of utility meters, utility lines, and irrigation systems.

7. **Security:** Following the completion of the improvements to the Premises, Anaibiv shall be responsible for ensuring that any access points to the
Premises from public areas (other than to and from the Library) are kept locked at all times. LAPL shall have sole responsibility for securing entry to the Premises from the Library building. Anaibiv will provide and arrange for any security needs for Anaibiv uses and events on the Premises.

8. **Fencing:** Anaibiv shall, at its sole cost and expense, replace the existing chain link fence and install new fencing along the northern property line between the Library and Anaibiv. Anaibiv shall work with LAPL staff to design an appropriate style of fence for the property. The new fencing shall include an emergency exit that is only accessible from inside the Library property. In addition, the fencing will be designed to allow access to the Premises by LAPL staff and patrons. The fencing will also be designed so that personal items belonging to LAPL patrons may be securely stored outside while the patrons are in the Little Tokyo Branch Library. Anaibiv intends to install a block wall around the trash area and decorative iron fencing and iron gates where the chain link fence is currently located on LAPL property. Furthermore, Anaibiv intends to permit public access to the Little Tokyo Branch Library from Second Street in addition to the Los Angeles Street entrance. The City Librarian, or designee, shall approve the design of the fencing in writing. The Parties shall develop and agree in writing to a procedure to provide secure access to the Premises. Notwithstanding anything in this Agreement to the contrary, neither Anaibiv nor the Library will be responsible for the safety or security of the belongings of LAPL patrons left in or at the Premises at any time stemming from this Agreement. Anaibiv shall post signage at the Premises stating that Library patrons are responsible for the security and safety of their own belongings.

9. **Rules of Conduct:** Anaibiv shall enforce the most current LAPL Rules of Conduct on the Premises. A copy of the latest Rules of Conduct is attached hereto and incorporated herein by reference as Exhibit C. The LAPL Rules of Conduct may be updated from time to time.

10. **Hours of Operation:** Anaibiv and LAPL shall develop a schedule to operate the Premises and shall agree to the schedule and hours of operation in writing. Use of the Premises by Anaibiv shall not interfere with Library programming. Both parties will develop a process on how to resolve noise or other issues that arise during the use of Premises.

11. **Emergencies:** With respect to the Premises, Anaibiv shall be responsible for responding to emergencies and/or notifying the appropriate agencies to respond to emergencies (e.g., Los Angeles Police Department, Los Angeles Fire Department, etc.) and to perform any action necessary subsequent to such emergency.
12. **Compliance with Laws**: Anaibiv shall not conduct any unlawful activities on or from the Premises. Anaibiv, at their sole expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the Premises including, without limitation, the Americans with Disabilities Act ("ADA") and regulations promulgated in connection therewith (the ADA).

13. **Signage**: If signage is required, Anaibiv shall, at its sole cost and expense, provide identity signage as allowed by Library’s Signage Guidelines. Any signage installed on the Premises shall comply with the signage policy, rules and regulations of the City, not obscure existing Library signage and be approved in writing by the City Librarian.

14. **Success of Business**: This is not a joint venture or partnership. Anaibiv assumes full and sole responsibility for the success of the business it operates on the Premises and understands that LAPL makes no representation regarding the potential volume, suitability of the Premises for Anaibiv’s intended use or business operation on the Premises. LAPL shall not be responsible for or liable for any loss of business, receivership, assignment for the benefit of creditors, insolvency or bankruptcy of Anaibiv.

15. **Point of Contact**: Anaibiv shall designate one point of contact to coordinate the day-to-day scheduling of the Premises.

B. Los Angeles Public Library

1. **Joint Use**: LAPL is authorized to use the Premises throughout the term of this Agreement for urban gardening, Library program space, community space, educational space and for special events subject to terms of this Agreement. Use of the Premises by LAPL and Anaibiv will be coordinated by both Parties.

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

3. **Design and Construction**: The City Librarian, or designee, will designate staff to participate in Premises design and construction meetings.

4. **Point of Contact**: The City Librarian, or designee, shall designate a point of contact for administration of the Agreement.
SECTION 5 – REPRESENTATIVES OF THE PARTIES

A. Los Angeles Public Library

Board of Library Commissioners
630 West Fifth Street
Los Angeles, CA 90071

Attention: Raquel Borden, Commission Executive Assistant
Telephone: (213) 228-7530
John F. Szabo, City Librarian
630 West Fifth Street
Los Angeles, CA 90071
Telephone: (213) 228-7517

B. Anaibiv, LLC

Sprout, LLC, Member
Michael Glick, Manager
3547 Voyager St. # 201
Torrance, California 90503
Telephone: 310.371.0001

And

Old Church, LLC, Member
Tom Gilmore, Manager
411 S. Main Street, Suite M-100
Los Angeles, CA 90013
Telephone: 213.622.4949

With a copy to:

Neal Fraser, Chef
Redbird Restaurant
114 East Second Street
Los Angeles, CA 90012
Telephone: (323) 864-3281

C. Parties shall provide each other with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.
SECTION 6 – RESOLUTION OF DISPUTES AND ATTORNEY’S FEES

A. Should any dispute arise involving the terms and conditions of this Agreement, the 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 address and resolve any and all disputes promptly while ensuring effective and efficient service is provided to the public.

B. In the event any dispute, relating to this Agreement is not resolved within thirty (30) business days after the Parties agreed to meet, the Parties may submit the dispute to non-binding mediation. Mediation fees, if any, shall be divided equally among the Parties involved.

SECTION 7 – INDEMNIFICATION AND INSURANCE

A. Except for the gross negligence or willful misconduct of the LAPL, or any of its boards, officers, agents, employees, assigns and successors in interest, and except as provided in Section 4.A.8. above, Anaibiv undertakes and agrees to defend, indemnify and hold harmless the LAPL and any of its boards, officers, agents, employees, assigns and successors 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 by the LAPL, 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 Anaibiv’s employees and agents, or damage or destruction of any property of either party hereto, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Anaibiv, or their subcontractors of any tier. Rights and remedies available to the LAPL under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. These provisions shall survive expiration or termination of this Agreement.

B. Anaibiv shall provide evidence of coverage as described in the Required Insurance and Minimum Limits form attached hereto and incorporated herein by reference as Exhibit D.

SECTION 8 – ACCEPTANCE OF PREMISES

A. Anaibiv agrees that its duly designated representatives have fully examined the Premises and accept the use and occupancy thereof in its current “as is, where is” state with full knowledge of the conditions thereof, and agree that LAPL shall not be liable for any loss, injury to persons or property damage caused by or resulting from the condition or state of repair of the Premises. No officer or
employee of the City of Los Angeles, LAPL, or Anaibiv has made any representation or warranty with respect to the Premises except as described in this Agreement. Anaibiv, shall take all precautions to protect any LAPL signage, employees and invitees.

SECTION 9 – FORCE MAJEURE

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

SECTION 10 – INCORPORATION OF DOCUMENTS

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

- Exhibit A: Little Tokyo Branch Library Parcel Map – Aerial View
- Exhibit B: Little Tokyo Branch Library Parcel Map – Premises Highlighted
- Exhibit C: LAPL Rules of Conduct
- Exhibit D: Required Insurance and Minimum Limits
- Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit F: Rental Value of the Garden at the Little Tokyo Branch Library
- Exhibit G: Description of Proposed and Permanent Improvements in the Garden at the Little Tokyo Branch Library

SECTION 11 – MISCELLANEOUS

A. Any time the consent of Anaibiv or LAPL is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. Whenever this Agreement grants either Party the right to take action, exercise discretion, establish rules and regulations or make other determinations, such Party shall act reasonably and in good faith.
B. This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein and is subject solely to the jurisdiction of the courts located in the County of Los Angeles in the State of California.

(Signature Page to Follow)
IN WITNESS WHEREOF, the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners for the Los Angeles Public Library, and Anaibiv, LLC, a Delaware limited liability company, have caused this Agreement to be executed by their duly authorized representatives and have executed this Agreement.

**CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Library Commissioners for the Los Angeles Public Library

BICH NGOC CAO, Board President

**ANAIBIV, LLC.**
By Its Sole Members:

Sprout LA LLC, a Delaware limited liability company,

MIKE GLICK, Manager

And

Old Church LLC, a California limited liability company,

TOM GILMORE, Manager

ATTEST:

RAQUEL BORDEN, Executive Commission Assistant

APPROVED AS TO FORM:

MICHAEL N. FEUER, CITY ATTORNEY

ARLETTA MARIA BRIMSEY, Deputy City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk
Exhibit A

Little Tokyo Branch Library Parcel Map – Aerial View
Exhibit B

Little Tokyo Branch Library Parcel Map – Premises Highlighted
Exhibit C

LAPL Rules of Conduct
RULES OF CONDUCT

Welcome to the Los Angeles Public Library. The Library's first priority is public service. Every day, thousands of people visit the Los Angeles Public Library to read, select materials, use electronic resources, attend programs and request information from staff.

The Board of Library Commissioners has established Rules of Conduct so that library users and staff have a clean, pleasant and safe environment. We need your cooperation to reach this goal.

THE FOLLOWING ARE PROHIBITED AT THE LOS ANGELES PUBLIC LIBRARY:

1. Engaging in any activity prohibited by law.
2. Disruptive or unsafe behavior including interfering with library employees in the performance of their duties, or obstructing or intimidating patrons of the library, or entering non-public areas without authorization (California Penal Code Section 602.1(b)).
3. Use of loud, abusive, threatening or insulting language.
4. Sexual misconduct such as exposure or threatening touching.
5. Activities or behavior that may result in injury or harm to any library patron or staff member, including challenging another person to fight or engage in any fight. Weapons of any kind are prohibited on Library property.
6. Patrons with hygiene conditions, including, but not limited to, clothing odor, body odor and lice, that interfere with the use and enjoyment of the library by other library patrons or with the functioning of library staff.
7. Activities or behavior that may result in damage to library property, including making any attempts to damage computer equipment or alter software configurations.
8. Eating, drinking or displaying open food or liquid containers, except in areas designated for those purposes and/or when served with prior approval of the Library.
9. Sleeping, smoking or misuse of Library restrooms or water fountains (including bathing, shaving, and changing or washing clothes).
10. Animals, except for service dogs.
11. Bicycles, shopping carts, or other large wheeled conveyances are not permitted inside library buildings. Wheelchairs and strollers are only permitted if being used for the transport of an adult or child. Skates, skateboards, and collapsible scooters must be carried while on library premises.
12. Petitioning, soliciting or distributing/selling merchandise without the express permission of the City Librarian.
13. Unnecessary noise, including the use of cell phones, pagers, headphones, and other communication, audio and electronic devices which disturb other patrons or staff.
14. Staring at, or following, a patron or staff in a manner that reasonably can be expected to disturb him or her, including photographing or filming persons without prior approval from a senior staff member.
15. Monopolizing library space, seating, tables, stairways or equipment to the exclusion of other patrons or staff, or obstructing aisles or doorways with personal belongings.

IN ADDITION:
The Library is not responsible for children who are left unattended in or on the grounds of the library. Misconduct or misuse of library property on the part of juveniles will be reported to their parents.

The Library is not responsible for personal items that are lost, stolen or damaged in or on the grounds of the library. Patrons shall wear garments covering the upper and lower torso of their bodies. Shoes must be worn at all times.

ENFORCEMENT:
The above enumerated rules are not intended to be a complete list of violations, but are intended for guidance only. Library staff and/or local law enforcement officers are authorized to expel persons who, advised of the regulations above, fail to comply with them. Such personnel also reserve the right to take appropriate action(s) against any other behavior which can reasonably be deemed to be offensive to library patrons or staff.

The Los Angeles Public Library reserves the right to restrict the use of its facilities and premises to persons who do not abide by the Library's Rules of Conduct. Failure to comply with the Library's established rules and policies could result in expulsion from the Library and revocation of Library privileges for a period of one day to one year, or in arrest and prosecution under California Penal Code Section 602.1(b).

Any person whose privileges have been denied or revoked for more than 30 days shall have a right to appeal to the City Librarian. Except for violations of Rule 2, enforcement will be held in abeyance pending the appeal. The appeal must be filed within seven (7) calendar days of the date that the patron is notified that the patron's privileges have been revoked. The decision of the City Librarian shall be final and conclusive.

THE LOS ANGELES MUNICIPAL CODE SECTION 63.93 CITES ADDITIONAL LIBRARY REGULATIONS

Revised 7/11/13
Exhibit D

Required Insurance and Minimum Limits
Required Insurance and Minimum Limits

Name: Library Department

Date: 06/14/2016

Agreement/Reference: Analbiv, LLC - Joint Use of a Portion of Little Tokyo Branch Library Property

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

- **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
  
  - [ ] Waiver of Subrogation in favor of City
  - [ ] Longshore & Harbor Workers
  - [ ] Jones Act

- **General Liability**
  - [ ] Products/Completed Operations
  - [ ] Fire Legal Liability
  - [ ] Sexual Misconduct

- **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

- **Professional Liability** (Errors and Omissions)
  
  - Discovery Period 12 months after completion of work or date of termination

- **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
  
  - [ ] All Risk Coverage
  - [ ] Flood
  - [ ] Earthquake
  - [ ] Boiler and Machinery
  - [ ] Builder's Risk
  - [ ] Fine Arts - Cover value of exhibit

- **Pollution Liability**
  
  - [ ]

- **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**
  - 100% of the contract price

- **Crime Insurance**

**Other:** General Notes:

1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
Exhibit E

Standard Provisions for City Contracts (Rev. 3/09)
# STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09)
STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.
PSC-4.  **TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A.  This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;

B.  This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C.  The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D.  This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5.  **INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6.  **AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7.  **EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8.  **BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights
and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the
CITY's lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of
this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. **PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. **CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. **RETENTION OF RECORDS, AUDIT AND REPORTS**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with
requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors 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 by the CITY, 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 CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,
and Successors 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 by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not
discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of
race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR’S Contract with the CITY.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to
their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars
($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
M. The Affirmative Action Plan required to be submitted hereunder and the
pre-registration, pre-bid, pre-proposal or pre-award conference which may
be required by the Board of Public Works, Office of Contract Compliance
or the awarding authority shall, without limitation as to the subject or
nature of employment activity, be concerned with such employment
practices as:

1. Apprenticeship where approved programs are functioning, and
other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of
all racial and ethnic groups, provided, however, that any contract
subject to this ordinance shall require the contractor, subcontractor
or supplier to provide not less than the prevailing wage, working
conditions and practices generally observed in private industries in
the contractor's, subcontractor's or supplier's geographical area for
such work;

6. The entry of qualified women, minority and all other journeymen
into the industry; and

7. The provision of needed supplies or job conditions to permit
persons with disabilities to be employed, and minimize the impact
of any disability.

N. Any adjustments which may be made in the contractor's or supplier's
workforce to achieve the requirements of the CITY'S Affirmative Action
Contract Compliance Program in purchasing and construction shall be
accomplished by either an increase in the size of the workforce or
replacement of those employees who leave the workforce by reason of
resignation, retirement or death and not by termination, layoff, demotion or
change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative
Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award
conferences shall not be confidential and may be publicized by the
contractor at his or her discretion. Approved Affirmative Action
Agreements become the property of the CITY and may be used at the
discretion of the CITY in its Contract Compliance Affirmative Action
Program.

P. Intentionally blank.
Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor’s contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR’S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.
PSC-31. **LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**STANDARD PROVISIONS**
**FOR CITY CONTRACTS (Rev. 3/09)**
PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR’S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.
A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. **SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.
EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY’S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days’ prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY’S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days’ advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR’S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY’S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers’ Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09) 20
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY’S protection are allowed without the CITY’S prior written consent.

9. **Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: ____________________________ Date: ____________________________

Agreement/Reference: ____________________________________________________

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

| Limits |
|-----------------|-----------------|
| **Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)** |
| □ Waiver of Subrogation in favor of City |
| □ Longshore & Harbor Workers |
| □ Jones Act |
| **Statutory** |
| **WC** |
| **EL** |

<table>
<thead>
<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>General Liability</strong></td>
</tr>
<tr>
<td>□ Products/Completed Operations</td>
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<tr>
<td>□ Fire Legal Liability</td>
</tr>
<tr>
<td>□ Sexual Misconduct</td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>Automobile Liability</strong> (for any and all vehicles used for this Contract, other than commuting to/from work)</td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>Professional Liability</strong> (Errors and Omissions)</td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>Property Insurance</strong> (to cover replacement cost of building – as determined by insurance company)</td>
</tr>
<tr>
<td>□ All Risk Coverage</td>
</tr>
<tr>
<td>□ Flood</td>
</tr>
<tr>
<td>□ Earthquake</td>
</tr>
<tr>
<td>□ Boiler and Machinery</td>
</tr>
<tr>
<td>□ Builder’s Risk</td>
</tr>
<tr>
<td><strong>Statutory</strong></td>
</tr>
<tr>
<td><strong>WC</strong></td>
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<tr>
<td><strong>EL</strong></td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>Pollution Liability</strong></td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</strong> 100 % of Contract Price</td>
</tr>
<tr>
<td><strong>Crime Insurance</strong></td>
</tr>
</tbody>
</table>

Other: ________________________________________________________________

STANDARD PROVISIONS
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Exhibit F

Rental Value of the Garden at the Little Tokyo Branch Library
Exhibit F

Rental Value for the Garden at the Little Tokyo Branch Library

As stated in Section 4.A.1. of the Agreement, Anabiv is entitled to use the Premises throughout the term of the Agreement for a joint use as an urban garden and variety of purposes as more fully describe in the Agreement, including special events, subject to the terms of the Agreement.

Special events by Anabiv shall be scheduled with the same priority that is afforded Library-sponsored events under the published policies of the LAPL. Anabiv shall not be obligated to pay a fee for any special events if (a) Anabiv does not charge an admission fee or a required donation for such event; (b) Anabiv does not restrict admission on the basis of membership; (c) Anabiv does not require Library staff assistance in setting up facilities on the Premises for the special event; and (d) Anabiv provides all maintenance necessary for the special event and leaves the Premises in the condition existing prior to the special event. Use of the Premises by LAPL and Anabiv will be coordinated by both Parties and approved upon compliance with the LAPL’s normal application process.

Once the improvements to the Premises are complete and available for use, the Facility Rentals page on the LAPL website will be updated to include the Little Tokyo Branch Garden space and the following fee schedule. The fee schedule shall apply to private individuals and organizations who wish to use the Library’s facilities and grounds. The basic fee must be paid to the LAPL prior to use. The fees may updated from time to time as approved by the Board of Library Commissioners.

The rate or Facility Use Fee is based on a minimum four-hour period. Use in excess of a four-hour period will be negotiated with the applicant. Upon application, hours for use will be determined.

Facility and Rate

Little Tokyo Branch Library Garden

<table>
<thead>
<tr>
<th>Number of People</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 50 people</td>
<td>$200</td>
</tr>
<tr>
<td>51 – 150 people</td>
<td>$300</td>
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</table>
Exhibit G

Description of Proposed and Permanent Improvements in the Garden at the Little Tokyo Branch Library
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

January 12, 2017

SUBJECT

There are no pending items.

SCHEDULED FOR
BOARD MEETING

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board
Mai Lassiter, Board Member
Kathryn Eidmann, Board Member

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

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant