

AGENDA
BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, FEBRUARY 23, 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 – February 9, 2017
- 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 gift of \$5,000 from the Sherman Oaks Friends Group to the Sherman Oaks Branch Library (EXHIBIT "A")
- b. Recommendation to accept transfer of funds totaling \$95,000 (\$85,000 from the National Endowment for the Humanities and \$10,000 from the Gluck Endowment) from the Library Foundation of Los Angeles to the Library Department to be deposited in Library Trust Fund 831) (EXHIBIT "B")

- c. Recommendation to approve Exhibition Agreement with the (EXHIBIT "C")
Comisión Nacional de Libros de Texto Gratuitos to present,
"Pintando la Educación."
- d. ORAL PRESENTATION: Job and Career Center - A Partnership
Between the Library and the Economic and Workforce
Development Department

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, **March 9, 2017** at the **Central Library**, 630 W. 5th Street, Los Angeles, CA 90071, convening at **11:00 A.M**

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

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

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

Rules of Decorum: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

Posted 2/16/17

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

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

February 23, 2017

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$5,000 received from The Friends of the Sherman Oaks Branch Library, for donation to the Sherman Oaks Branch Library be accepted; and;

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

FINDINGS:

1. The gift of \$5,000.00 will be used to purchase adult library materials for the Sherman Oaks Branch Library.
2. A letter of thanks should be sent to:

Donna Gallagher, President
Sherman Oaks Friends of the Library
14245 Moorpark St.
Sherman Oaks, Ca. 91423

Prepared by: Karen Pickard-Four, East Valley Area Manager

Reviewed by: Emily Fate, Acting Director of Branches

**BOARD OF LIBRARY
COMMISSIONERS**

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KATHRYN EIDMANN
VICE-PRESIDENT

MAI LASSITER
JOSEFA SALINAS
RITA WALTERS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

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

JOHN F. SZABO
CITY LIBRARIAN

February 23, 2017

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

RESOLVED, That the Board of Library Commissioners approve the receipt of a gift of \$5,000 from the Friends of the Sherman Oaks Branch Library; and

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

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:


NOES:

ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

February 23, 2017

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF FUNDS FROM THE LIBRARY FOUNDATION
OF LOS ANGELES**

RECOMMENDATION:

- A. That the Board of Library Commissioners adopt the findings listed below:
1. That the Board of Library Commissioners approve the receipt of \$95,000 from the Library Foundation of Los Angeles (LFLA); and
 2. That the amount of \$85,000 from the National Endowment for the Humanities (NEH) grant be deposited to the Library Trust Fund, Number 831, Account Number 283, Humanities; and
 3. That the amount of \$10,000 from the Gluck Endowment be deposited to the Library Trust Fund, Number 831, Account Number 285 for Youth Services.

FINDINGS:

The contractual agreements regarding two endowments require the Library Foundation of Los Angeles (LFLA) to transfer earnings to the Library.

A. NATIONAL ENDOWMENT FOR HUMANITIES GRANT

1. In 1989, the Library was awarded a \$1 million National Endowment for Humanities (NEH) Challenge grant on conditions that the Library raise an additional \$3 million within three years.
2. The grant funds were to be used to enhance the Library's humanities collection impacted by the 1986 arson fire.
3. The Library was required to create an endowment fund with the matching funds from which earnings would be expended for library materials and services related to the humanities.

4. The Library raised a portion of the required matching funds but was not able to raise the entire \$3 million by the NEH deadline. The Library and the Library Foundation (LFLA) requested the NEH to transfer the NEH grant to the Foundation as they had the capability to raise the matching funds. Since that time, LFLA has administered the NEH grant.
5. Pursuant to the guidelines of the endowment, the interest earnings are to be used to advance the humanities. LFLA is transferring \$85,000 so the monies can be used to support programs and purchase library materials.

B. GLUCK ENDOWMENT

1. In 2009, the Gluck Endowment was created to provide funds to purchase books for the Los Angeles Public Library. The amount of \$10,000 is being transferred pursuant to the guidelines of the endowment.

Prepared by: Kris Morita, Assistant General Manager

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
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VICE-PRESIDENT

MAI LASSITER
JOSEFA SALINAS
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JOHN F. SZABO
CITY LIBRARIAN

February 23, 2017

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

RESOLVED, That the Board of Library Commissioners approve the receipt of \$95,000 from the Library Foundation of Los Angeles (LFLA); and

FURTHER RESOLVED, That the amount of \$85,000 from the National Endowment for the Humanities (NEH) grant be deposited to the Library Trust Fund, Number 831, Account Number 283, Humanities; and

FURTHER RESOLVED, That the amount of \$10,000 from the Gluck Endowment be deposited to the Library Trust Fund, Number 831, Account Number 285 for Youth Services.

This is a true copy:


Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

February 23, 2017

To: Board of Library Commissioners
From: John F. Szabo, City Librarian 
Subject: **EXHIBITION AGREEMENT WITH THE COMISIÓN NACIONAL DE
LIBROS DE TEXTO GRATUITOS FOR "PINTANDO LA EDUCACIÓN"**

RECOMMENDATIONS:

1. That the Board of Library Commissioners (Board):
 - a. Authorize the City Librarian, or designee, to enter into the attached Agreement with the Comisión Nacional De Libros De Texto Gratuitos to present the exhibition: "Pintando La Educación".
 - b. Authorize the City Attorney and the City Librarian to make technical changes to the Agreement prior to execution.
 - c. Adopt the attached Resolution regarding the Agreement.
2. That the Board make the following findings:
 - a. The Los Angeles Public Library (LAPL) will host the exhibition: "Pintando La Educación" produced by the Comisión Nacional De Libros de Texto Gratuitos in celebration of "The Year of Mexico in Los Angeles" as declared by Mayor Eric Garcetti.
 - b. This exhibition is composed of thirty-six (36) original artworks by prominent Mexican painters as listed on Schedule 1 – Exhibition Catalog/Leaflet.
 - c. The exhibition will be on view from May 3, 2017, to July 30, 2017, in the Getty Gallery of the Central Library.
 - d. The costs of the Exhibition are being shared among the parties. The total cost to the Library to host the exhibition is approximately \$30,000 which includes the per diem stay of the Exhibit Curator in Los Angeles, shipping costs, contract staff to assist in unpacking, packing, installing and de-installing the items in the exhibition, and the opening reception. The costs to store the exhibition crates off site will not be at the library's expense. Lastly, LAPL will provide security for the exhibition during the hours the library is open to the public.

- e. The Agreement has been reviewed by the Assistant City Attorney and the City Risk Manager.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kris Morita, Assistant General Manager

Attachment

**BOARD OF LIBRARY
COMMISSIONERS**

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JOHN F. SZABO
CITY LIBRARIAN

February 23, 2017

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

RESOLVED, That the Board of Library Commissioners authorize the City Librarian, or designee, to enter into an Agreement with the Comisión Nacional De Libros De Texto Gratuitos to present the exhibition: "Pintando La Educación" in the Getty Gallery of the Central Library from May 3, 2017, to July 30, 2017; 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 prior to execution.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:



LOGOTYPE

COLLABORATION AGREEMENT ENTERED INTO BY AND BETWEEN COMISIÓN NACIONAL DE LIBROS DE TEXTO GRATUITOS, HEREINAFTER REFERRED TO AS "THE COMMISSION" THROUGH ITS LEGAL REPRESENTATIVE JOAQUÍN DÍEZ CANEDO FLORES AS DIRECTOR GENERAL AND BIBLIOTECA PÚBLICA DE LOS ÁNGELES HEREINAFTER REFERRED TO AS "THE LIBRARY", THROUGH ITS BOARD OF LIBRARY COMMISSIONERS; WHO ACTING JOINTLY WILL BE REFERRED TO AS "THE PARTIES", IN ACCORDANCE WITH THE FOLLOWING RECITALS AND CLAUSES:

RECITALS

I. "THE COMMISSION":

I.1.- The National Commission of Text Books Gratuitous (Comisión Nacional de Libros de Texto Gratuitos) was created by Presidential Decree of the Executive Power, published in the Official Gazette of the Federation on February 13, 1959 and abrogated on February 28, 1980. CONALITEG is a Decentralized Public Agency of the Federal Pubic Administration, with legal capacity and its own net worth, created by Presidential Decree of the Executive Power, published in the Official Gazette of the Federation on February 28, 1980 and states that the following is true.

I.2.- That its corporate object is, among others, editing, printing and distributing gratuitous text books, as well as all kind of teaching materials alike by means of its own facilities, through contests or otherwise in case they prove to be insufficient, as well as assisting the Ministry of Public Education in the design of Gratuitous Text Books and other teaching materials.

I.3.- Arturo José Ancona García-López is the Director General and has sufficient powers to execute this Agreement in accordance with Articles 21, 22, Subsection I, of the State-owned Companies Act 8, Subsection IX, of its Creation Decree and 11, Subsection I and XV of the By-laws, as well as the appointment dated January 2017, issued by the President of the United Mexican States, Enrique Peña Nieto.

I.4.- That it is the true owner of the supporting materials in which the pictorial artworks have been depicted, related in Schedule One attached hereto, which duly executed by **"THE PARTIES"**, becomes a part of this legal instrument.

I.5.- That for the purposes of this agreement, it gives the following address: Rafael Checa número 2, Colonia San Ángel, Delegación Álvaro Obregón, Código Postal 01000, Ciudad de México.



LOGOTYPE

II. "THE LIBRARY":

II.1. The Los Angeles Public Library is a department of the City of Los Angeles, which is a municipal corporation.

II.2. The Los Angeles Public Library provides free and easy access to information, ideas, books and technology that enriches and empowers every individual in the City's diverse communities. LAPL serves a large and diverse population (four million residents).

II.3. That it gives the following address Los Angeles Public Library, 630 W. 5th Street, Los Angeles, CA 90071.

III. "THE PARTIES"

III.1.- That they wish to enter into this agreement in order to set forth the conditions to which the development of the exhibition "**PINTANDO LA EDUCACIÓN**", hereinafter "**THE EXHIBIT**" shall be subject, which comprises thirty six artworks detailed in the UNIQUE SCHEDULE attached hereto, which is an integral part of this legal instrument, in the facilities of Los Angeles Public Library (Biblioteca Pública de Los Ángeles).

Once the parties hereto are aware of the contents of the foregoing Recitals, they agree to bind themselves to the following:

C L A U S E S

FIRST. The object of this legal instrument is to state the mounting conditions of "**THE EXHIBITION**" of the pictorial artworks property of "**THE COMMISSION**" by "**THE LIBRARY**"; the list of artworks is described in Schedule One attached hereto, which duly signed by "**THE PARTIES**", becomes an integral part of this legal instrument.

For such purpose "**THE COMMISSION**" grants to "**THE LIBRARY**" the right to exhibit each of the pictorial artworks in order to present them in the exhibition called "**PINTANDO LA EDUCACIÓN**" to take place in the premises of Los Angeles Public Library.



LOGOTYPE

SECOND. It is agreed that **"THE LIBRARY"** will host **"THE EXHIBITION"** during the period from May 3rd to July 30th, whereas the **"THE COMMISSION"** undertakes to deliver all of the artworks comprising **"THE EXHIBITION"** no later than May 1st, 2017.

THIRD. The term of this Collaboration Agreement shall begin as of the execution of this Agreement and until the artworks comprising **"THE EXHIBITION"** are returned, to the full satisfaction of **"THE COMMISSION"**.

FOURTH. **"THE COMMISSION"** appoints as Curator of the Exhibition, hereinafter **"The Curator"** of the **"THE EXHIBITION"** to Luis Francisco Gallardo Esparza and undertakes to provide him with relevant assistance to the fruitful conclusion of the **"THE EXHIBITION"**; **"THE LIBRARY"** shall bear the transportation costs of **"THE CURATOR"** in the city of Los Angeles for as long as is necessary in order to perform the mounting and unmounting tasks of the **"THE EXHIBITION"**.

If there is any risk in regard to the state of the artworks and in case **"THE COMMISSION"** may require the presence of **"THE CURATOR"**, **"THE LIBRARY"** shall bear his per diem costs not to exceed four days.

FIFTH. **"THE LIBRARY"** undertakes to observe the conservation and security conditions considered by **THE COMMISSION"** and shall give attention to the recommendations and/or indications in that regard, requested in writing, for each and all of the artworks comprising **"THE EXHIBITION"**.

"THE CURATOR" shall validate that the conditions in the foregoing paragraph are adequate, and shall inform **"THE COMMISSION"** in case of any inconsistency on account of negligence on behalf of the personnel of **"THE LIBRARY"**.

The receipt of the artworks by **"THE LIBRARY"** and their return to **"THE COMMISSION"** shall be registered in certificates signed by both parties, where the condition and state of the artworks shall be detailed. Such return shall take place no later than August 3rd, 2017.

SIXTH. **"THE COMMISSION"** shall be responsible for having a broad coverage insurance policy during the transportation of the artworks, back and forth and within the premises of **"THE LIBRARY"** for any and all of the artworks comprising **"THE EXHIBITION"**. Such policy shall be in full force and effect for 2017. Consequently, it is set forth that **"THE COMMISSION"** shall be responsible for making all the necessary and admissible arrangements with the insurance company.



LOGOTYPE

SEVENTH. Previous to the packing of the artworks, **THE COMMISSION** shall be responsible for preparing an object condition assessment in Mexico City, a copy of which will be provided to the library. At the time of the arrival to the premises of **"THE LIBRARY"**; the same actions shall be performed when **"THE EXHIBITION"** comes to an end.

EIGHTH. It is the responsibility of **"THE COMMISSION"** to bear the transportation costs and guarantee that the specialized company is duly incorporated and has sufficient capacity to perform these kind of tasks; it shall also verify that the Bonding Policy of the hired insurance company covers all kind of artworks, as applicable, and shall cover all kind of risks including but not limited to the following risks: criminal assault or attempt, damages to insured property, assault with intent to rob, damages on account of fire or explosion, meteorological phenomena, strikes, riots, civil commotion, earthquake, volcanic eruption and other risks not included in the foregoing conditions, from the premises to the next site.

In this regard, **"THE LIBRARY"** shall be responsible for bearing the reasonable and customary per diem costs not to exceed six days of **"The Curator"** in a timely manner for the unpacking and installation of the exhibit, and for the packing supervision.

NINTH. **"THE COMMISSION"** shall be responsible for facilitating the documentary materials and/or research works related to **"THE EXHIBITION"**, giving attention to the following aspects:

Exhibit card	Title
General overview on "THE EXHIBITION"	Completion date
Artwork label (data sheet)	Technique
Author	Collection
Date and Place of Birth	Appraisal

This material shall be delivered to **"THE LIBRARY"** with 10 calendar days' prior notice to **"THE LIBRARY"** before the arrival of **"THE EXHIBITION"**.



LOGOTYPE

TENTH "THE LIBRARY" shall be responsible for giving attention to the following aspects as of the arrival of the artworks to its premises.

Packing and Unpacking

Suggesting the place where the packing and unpacking actions will take place. Appointing the specialized personnel of the **"THE LIBRARY"** who are to perform the packing and unpacking in the presence of **"THE CURATOR"**

Artworks Assessment

The personnel of **"THE LIBRARY"** along with **"THE CURATOR"** of **"THE COMMISSION"** shall perform a conservation assessment of the artworks during the packing and unpacking.

Conservation and Security

"THE LIBRARY" undertakes to be liable for any damages to the artworks comprising **"THE EXHIBITION"** during their stay at **"THE LIBRARY"** and to give attention to conservation and security regulations, consistent with a reference standard of the conditions in international exhibitions such as illumination, relative humidity, construction materials, etc. Such conditions are set forth in Schedule II attached hereto, which signed by **"THE PARTIES"** becomes an integral part of this legal instrument; it also undertakes to fulfill the recommendations issued by **"THE CURATOR"** of **"THE EXHIBITION"** with regard to the handling of the artworks during packing and unpacking.

It is set forth that no restoration work shall take place without the previous written consent of **"THE COMMISSION"** in case damages occur to the artworks during their stay at the premises of **"THE LIBRARY"**; in this Agreement, it is agreed that in any circumstance the artworks shall not be unmounted without previous consent of **"THE COMMISSION"**. **"THE COMMISSION"** shall be promptly notified in writing of any changes or damages to the artworks.

"THE LIBRARY" shall be responsible for the safekeeping of **"THE EXHIBITION"** within its premises; whichever provisions, measures and observations to be determined by **"THE CURATOR"** and/or the authorities of **"THE COMMISSION"** shall be complied with, on the understanding that security guards will be on duty in the Getty Gallery during the Library's open hours. When the Central Library is closed to the public, the Getty Gallery is locked and security staff is on duty 24/7.



LOGOTYPE

ELEVENTH. It is set forth that **"THE LIBRARY"** shall appoint the person in charge of the museographic design, who shall create a context for **"THE EXHIBITION"** with the top possible priority, giving attention to the security and conservation conditions of the artworks supervised by **THE CURATOR** of **"THE COMMISSION"**. **"THE CURATOR"**, responsible for **"THE COMMISSION"**, shall give attention to the management of the artworks in order to coordinate and 'supervise' the museographic team of **"THE LIBRARY"** for the design, production and development of mounting.

TWELFTH. For promotion and media purposes of **"THE EXHIBITION"**, it is set forth that **"THE LIBRARY"** and **"THE COMMISSION"** are the only agencies authorized to divulge or promote **"THE EXHIBITION"** through media. Consequently **"THE LIBRARY"** accepts that any action in this regard shall be approved by **"THE COMMISSION"**. **"THE COMMISSION"** accepts that any action in this regard shall be approved by **"THE LIBRARY"**. **"THE LIBRARY"** undertakes not to use nor allow the use of the photographic reproduction of the artworks comprising **"THE EXHIBITION"**; **"THE COMMISSION"** shall authorize whichever photographic reproduction.

THIRTEENTH. Both **"THE LIBRARY"** and **"THE COMMISSION"** reserve the right to integrate the credits of the exhibit and the applicable sponsors, setting forth that, for such purposes, both agencies shall agree; as a consequence **"THE COMMISSION"** shall deliver the logos 20 calendar days in advance, prior to the inauguration of **"THE EXHIBITION"**.

FOURTEENTH. **"THE LIBRARY"** shall be responsible for giving attention to the following aspects related to **"THE EXHIBITION"**:

a) Press

Integrating and distributing information dossiers among the media representatives on **"THE EXHIBITION"**, including:

Press Release

Exhibition Catalog/Leaflet

b) Weekly report.

"THE LIBRARY" shall prepare a weekly report on the stay and security of **"THE EXHIBITION"**; such report shall be sent via email to **"THE COMMISSION"** to the Communications, Public Relations and Historical Heritage Department.

c) Inauguration



LOGOTYPE

It is set forth that **"THE LIBRARY"** is the only one authorized to organize the Opening Reception giving attention to the following aspects:

Producing and distributing the necessary invitations among related institutions and public concerned.

- 1.- Organizing the protocol for the Opening Reception.
- 2.-Organizing the signature protocol of this Collaboration Agreement
- 3.- Organizing a Reception for the guests invited to the inauguration.

FIFTEENTH. It is agreed that **"THE LIBRARY"** and **"THE COMMISSION"** are released and discharged in case **"THE EXHIBITION"** is not able to be held within the terms set forth in this agreement on account of natural disasters, accidents, war, revolutions, uprisings and other unmeasurables.

SIXTEENTH. If for any reason **"THE LIBRARY"** is not able to take on the presentation of **"THE EXHIBITION"**, it shall notify **"THE COMMISSION"** providing 15 calendar days prior notice to the departure date of the artworks, from the premises of the **"THE COMMISSION"**.

SEVENTEENTH. **"THE PARTIES"** hereto agree that publications, co-productions and communications shall be carried out by mutual agreement. In this agreement, the parties hereto state that they are entitled to the rights within the intellectual property scope, both in the Mexican Republic and abroad, taking action without prejudice to the rights obtained in this regard by **"THE COMMISSION"** in the matter of the artworks and material related previous to entering into this agreement. **"THE COMMISSION"** shall not use City logos or marks without a separate written approval of **"THE LIBRARY"**.

Likewise, the intellectual property rights that each of the parties hereto are entitled to are mutually acknowledged and **"THE PARTIES"** shall undertake to maintain them in full force and effect for the enforcement of the objectives of this agreement, in the understanding that both parties shall engage in the ownership on the Know-How rights, in case of a joint production.

EIGHTEENTH. **"THE PARTIES"** hereto agree that the personnel appointed by each of them for entering into this agreement shall be related to such employing party exclusively. Therefore, each party shall accept responsibility for this regard and shall not be considered as joint nor substitute employer in any case.

In case third parties intervene in the course of action other than **"THE PARTIES"** the former shall be dependent upon the individual or entity in charge of the employment, therefore such relationship shall not lead to any



LOGOTYPE

other labor relationship of any kind with **"THE PARTIES"** undersigning, as stated by the terms of Article 13 of the Labor Act, in full force and effect.

NINETEENTH. This legal instrument may be amended or supplemented, provided that it is done by mutual agreement of **"THE PARTIES"** and signed by the persons so authorized.

TWENTIETH. None of **"THE PARTIES"** shall assign, whether in whole or in part, temporarily or definitely, the rights and duties of this agreement, nor to make anyone carry out, whether in whole or in part, without the previous consent in writing of its counterpart, the activities agreed to by third parties.

TWENTY FIRST. "THE PARTIES" hereto state that this instrument is the result of their good faith; therefore they shall take all the necessary steps in order to enforce it. If there is any controversy as to its construal and interpretation, that dispute shall be resolved by **"THE PARTIES"** in writing by mutual agreement.

TWENTY SECOND. All the unforeseen matters in this agreement shall be resolved by mutual agreement between **"THE PARTIES"** hereto.

After this Agreement was read and **"THE PARTIES"** became fully aware of its contents and legal scope, they execute it in two counterparts in Mexico City, on -----, 2017 and by **"THE LIBRARY"** in Los Angeles on -----, 2017.

"THE COMMISSION"

"THE LIBRARY":

Arturo José Ancona García-López
Director General

John F. Szabo
City Librarian



LOGOTYPE

SCHEDULE I EXHIBITION CATALOG/LEAFLET

No.	Name	Characteristics	Author
1	Untitled	Oil on canvas, 1960 103 x 183 cm Was used from 1960 to 1962	Raúl Anguiano
2	Untitled	Oil on canvas, 1960 106.6 x 157 cm Was used from 1960 to 1962	Fernando Leal
3	Untitled	Oil on canvas, 1960 95 x 139.5 cm Was used from 1960 to 1962	Alfredo Zalce
4	Untitled	Oil on canvas, 1960 112 x 159 cm Was used from 1960 to 1962	Roberto Montenegro DIGITAL REPRODUCTION
5	Untitled	Oil on canvas, 1960 112 x 159 cm Was used from 1960 to 1962	Roberto Montenegro
6	Untitled	Pyroxylin on wood, 1959 153 x 255 cm Was used from 1960 to 1962	David Alfaro Siqueiros DIGITAL REPRODUCTION
7	La Patria (The Nation)	Oil on canvas, 1962 120 x 160 cm Was used from 1960 to 1972	Jorge González Camarena DIGITAL REPRODUCTION
8	Aguas Frescas (Refreshing Drinks)	Oil on canvas, 1952 100 x 100 cm Is currently being used	Jorge González Camarena
9	Untitled	Gouache on paper, 1988 44.7 x 44.7 cm Was used from 1988 to 1992	Arnold Belkin
10	Untitled	Watercolor and ink on paper, 1988 40 x 35 cm Was used from 1988 to 1992	Alberto Beltrán
11	Untitled	Gouache and ink on paper, 1988 27.6 x 35.5 cm Was used from 1988 to 1992	Leonora Carrington



LOGOTYPE

No.	Name	Characteristics	Author
12	Untitled	Woad on paper, 1988 62.3 x 107 cm Was used from 1988 to 1992	Rafael Cauduro
13	Untitled	Gouache on paper, 1988 70.8 x 100.5 cm Was used from 1988 to 1992	Arnoldo Coen
14	Untitled	Ink on paper, 1988 35 x 70.8 cm Was used from 1988 to 1992	Olga Acosta
15	Untitled	Watercolor and ink on paper, 1988 57 x 76.6 cm Was used from 1988 to 1992	José Luis Cuevas
16	Untitled	Oil on canvas, 1959 85 x 136 cm Was used from 1960 to 1962	José Chávez Morado DIGITAL REPRODUCTION
17	Untitled	Watercolor, coal and woad on paper, 1988 35 x 70.8 cm Was used from 1988 to 1992	José Chávez Morado DIGITAL REPRODUCTION
18	Untitled	Mixed media technique on paper, 1988 84.2 x 70 cm each Was used from 1988 to 1992	Xavier Esqueda
19	Untitled	Mixed media technique on paper, 1988 42.2 x 73.2 cm Was used from 1988 to 1992	Manuel Felguérez
20	Untitled	Watercolor and ink on paper, 1988 44.5 x 75.4 cm Was used from 1988 to 1992	Pedro Friedeberg
21	Untitled	Paper collage on paper, 1988 43 x 89 cm Was used from 1988 to 1992	Elvira Gascón
22	Untitled	Ink on paper, 1988 21 x 36.2 cm Was used from 1988 to 1992	Gunther Gerzso
23	Untitled	Mixed media technique on paper, 1988 21.5 x 17.5 cm Was used from 1988 to 1992	Alberto Gironella
24	Untitled	Gouache and ink on paper,	Mathías Goeritz



LOGOTYPE

No.	Name	Characteristics	Author
		1988 35 x 72.8 cm Was used from 1988 to 1992	
25	Untitled	Gouache and coal on paper, 1988 37.1 x 63 cm Was used from 1988 to 1992	Teodoro González de León
26	Untitled	Watercolor and gouache on paper, 1988 26 x 46 cm Was used from 1988 to 1992	Roger Von Gunten
27	Untitled	Watercolor on paper, 1988 35 x 71 cm Was used from 1988 to 1992	Joy Laville
28	Untitled	Oil on canvas, 1988 65.7 x 54.5 cm Was used from 1988 to 1992	Águeda Lozano
29	Untitled	Oil on canvas, 1988 40 x 70 cm Was used from 1988 to 1992	Raymundo Martínez
30	Untitled	Watercolor on paper, 1988 59.6 x 84 cm Was used from 1988 to 1992	Guillermo Meza
31	Untitled	Acrylic on masonite, 1988 85 x 149 cm Was used from 1988 to 1992	Francisco Moreno Capdevila
32	Untitled	Collage on paper board, 1988 22 x 20.5 cm Was used from 1988 to 1992	Francisco Moyao
33	Untitled	Gouache and ink on paper, 1988 84 x 68.5 cm Was used from 1988 to 1992	Luis Nishizawa
34	Untitled	Gouache and ink on paper, 1988 34.5 x 59.7 cm Was used from 1988 to 1992	Brian Nissen
35	Untitled	Oil on canvas, 1988 61 x 76 cm Was used from 1988 to 1992	Antonio Peláez
36	Untitled	Mixed media technique on paper, 1988 26 x 46 cm Was used from 1988 to 1992	Vicente Rojo



LOGOTYPE

No.	Name	Characteristics	Author
37	Untitled	Gouache on paper, 1988 42.5 x 73 cm Was used from 1988 to 1992	Sebastián
38	Untitled	Watercolor and ink on paper, 1988 21 x 36.5 cm Was used from 1988 to 1992	Juan Soriano
39	Untitled	Acrylic on poster board, 1990 41.5 x 35 cm each Was used from 1990 to 1992	Gilberto Aceves Navarro
40	Untitled	Acrylic on wood, 1990 80 x 99.5 cm Was used from 1990 to 1992	Rafael Coronel
41	Untitled	Watercolor on paper, 1990 40 x 56.5 cm Was used from 1990 to 1992	Nunik Sauret

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS**

February 23, 2017

SUBJECT

**SCHEDULED FOR
BOARD MEETING**

There are no pending items.

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