AGENDA

BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, JUNE 22, 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 – June 8, 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 the following gifts: (EXHIBIT “A”)

      $5,572.24 From the Friends of the Chatsworth Branch Library
      (value of three book displays)

      $3,000.00 From the Friends of the Kaufman Brentwood Branch
      Library for the “Hot Off The Press” Bestseller Program

      $3,000.00 From the Sherman Oaks Friends of the Library
      for the “Hot Off The Press” Bestseller Program
$1,300.00 From the Midtown North Hollywood Neighborhood Council to the North Hollywood Regional Branch Library

$1,213.70 From the Friends of the Jefferson Branch Library (value of audio visual equipment)

b. Recommendation to adopt Amendment to the Fiscal Year 2017-18 Library Department Personnel Resolution (EXHIBIT "B")

c. Recommendation to approve License Agreement with the Library Foundation of Los Angeles for Use of Works of Art and Trade Names Associated with the Los Angeles Public Library (EXHIBIT "C")

d. ORAL PRESENTATION: Expanding Access to Technology

6. Various Communications: None

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

8. Adjournment

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

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

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

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

Posted 6/19/17

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

June 22, 2017

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

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE CHATSWORTH BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of three book and video display units valued at $5,572.24, received from the Friends of the Chatsworth Branch Library, be accepted; and

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

FINDINGS:

1. The gift of three book display units valued at $5,572.24 will be used for displaying children’s and young adult books, videos and paperback books at the Chatsworth Branch Library.

2. A letter of thanks should be sent to:

Ann Vincent, President
Friends of the Chatsworth Branch Library
21052 Devonshire Street
Chatsworth, CA 91311

Prepared by: Ruth Seid, West Valley Area Manager
Reviewed by: Emily Fate, Interim Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

June 22, 2017

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

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE KAUFMAN BRENTWOOD BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of $3,000 received from The Friends of the Kaufman Brentwood Branch Library, for the benefit of the Donald Bruce Kaufman - Brentwood Branch Library be accepted; and

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

FINDINGS:

1. The gift of $3,000 is for the “Hot Off The Press” Bestseller Program 2017/2018.

2. A letter of thanks should be sent to:

   Mr. Said Jabbari, President
   Friends of the Kaufman Brentwood Branch Library
   11820 San Vicente Blvd.
   Los Angeles, CA 90049

Prepared by: Erika Thibault, Western Area Manager
Reviewed by: Emily Fate, Interim Director of Branches
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE SHERMAN OAKS FRIENDS OF THE LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $3,000 received from the Sherman Oaks Friends of the Library, for the benefit of the Sherman Oaks Branch Library be accepted; and

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

FINDINGS:

1. The gift of $3,000 is for the “Hot Off The Press” Bestseller Program 2017/2018.

2. A letter of thanks should be sent to:

   Donna Gallagher, President
   Sherman Oaks Friends of the Library
   14245 Moorpark Street
   Sherman Oaks, CA 91423-2722

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

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

June 22, 2017

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF GIFT FROM THE MIDTOWN NORTH HOLLYWOOD NEIGHBORHOOD COUNCIL

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of $1,300 received from the Midtown North Hollywood Neighborhood Council, for the benefit of the North Hollywood Regional Branch Library be accepted; and

FURTHER RESOLVED, That this gift of $1,300.00 be deposited to Trust Fund 831, Account Code 170 for the North Hollywood Regional Branch Library.

FURTHER RESOLVED, That a letter of thanks be sent to the Midtown North Hollywood Neighborhood Council, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of $1,300 will be used to purchase a Red Rocket Bookshelf for the North Hollywood Regional Branch Library.

2. A letter of thanks should be sent to:

   Mr. Paul Storiale, President
   Midtown North Hollywood Neighborhood Council
   200 N. Spring Street FL 20
   Los Angeles, CA 90012-4801

Prepared by: Karen Pickard-Four, East Valley Area Manager
Reviewed by: Emily Fate, Interim Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

June 22, 2017

TO:        Board of Library Commissioners

FROM:      John F. Szabo, City Librarian

SUBJECT:   ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE JEFFERSON
BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of audio visual equipment valued at $1,213.70, received
from the Friends of the Jefferson Branch Library to be utilized by the Jefferson Branch
Library, be accepted; and

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

FINDINGS:

1. The gift of audio visual equipment valued at $1,213.70 will be used for meeting
presentations, program performances and community events at the Jefferson
Branch Library.

2. A letter of thanks should be sent to:

   Michael Williams, President
   Friends of the Jefferson Branch Library
   2211 W. Jefferson Blvd
   Los Angeles, CA 90018

Prepared by: Adam Mendelsohn, Central Southern Area Manager

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

June 22, 2017

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: AMENDMENT TO THE FISCAL YEAR 2017-18 PERSONNEL RESOLUTION

RECOMMENDATION:

RESOLVED, that the Board of Library Commissioners amend the Fiscal Year 2017-18 Personnel Resolution NOTES, as follows:

f. Twenty-two (22) positions when regularly assigned to perform duties as Senior Librarian in charge of a Regional Branch, in charge of the Catalog Department or Access Services, in charge of a Central Library Subject Department, Photo Collection, and Digitization and Special Collections shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.

FINDINGS:

1. In accordance with City Charter Section 511(a), at the beginning of each fiscal year, the Library Department is required to prepare for the Board of Library Commissioners’ approval, a Personnel Resolution establishing the Personnel Authority for that year for the Department. This resolution is necessary to enable the Department to have administrative authority to hire all required staff for the fiscal year.

2. On June 8, 2017, the Board of Library Commissioners approved the Fiscal Year 2017-18 Personnel Resolution.

3. This amendment updates the language in Note f. so that it is consistent with Memorandum of Understanding (MOU) No. 16.

Prepared by: Michael Bolokowicz, Personnel Director

Reviewed by: Kris Morita, Assistant City Librarian
NOTES

f. Twenty-two (22) positions when regularly assigned to perform duties as Senior Librarian in charge of a Regional Branch, in charge of the Catalog Department or Access Services, in charge of a Central Library Subject Department, Photo Collection, and Digitization and Special Collections shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.

j. In accordance with Administrative Code Section 4.61, Library Salary NOTE 4, Temporary Supervision Differential, a non-represented employee may be authorized payment at the second premium level above the appropriate step of the salary range for the employee's classification when said employee is temporarily assigned to be in charge of a unit when the regular supervisor is absent, or the position is vacant, subject to the following conditions:

(a) The absence of the supervisor of the vacancy is for at least five weeks;

(b) The length of the absence has been verified; and

(c) The effective date of the salary premium will begin on the commencement of the fifth week of the absence or vacancy and continue until the return of the regular supervisor on the appointment of a new supervisor.

When a vacancy exists in any class of position, upon approval of the City Librarian, a greater number of persons than specified in this resolution may be employed in lieu thereof in another class of position having the same salary schedule or range, or lower, than that for the vacant position; provided further, that at no time shall the total number of persons employed in all classes exceed the total number of persons authorized in this resolution.
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: LICENSE AGREEMENT WITH THE LIBRARY FOUNDATION FOR USE OF WORKS OF ART AND TRADE NAMES ASSOCIATED WITH THE LOS ANGELES PUBLIC LIBRARY

RECOMMENDATION:

A. THAT the Board of Library Commissioners adopt the following resolution:

1. Approve the "License Agreement between the City and the Foundation for the Use of Works of Art and Trade Names Associated with the Los Angeles Public Library;"

2. That the City Librarian and Deputy City Attorney are authorized to make technical changes; and

3. That the Board President is authorized to execute this agreement, subject to the receipt of required approvals.

FINDINGS:

1. As stipulated in the attached contract, the License Agreement provides the Library Foundation a non-exclusive, non-transferrable right to use art works and trade names associated with the Los Angeles Public Library in products developed for sale in the Library Store or through other channels. It provides for the City Librarian or designee to approve the design and quality of the products developed prior to their production. The terms of any sublicense agreements must also be approved by the City Librarian.

2. The term of this agreement is for three years. This short term allows for periodic review and updates. For this agreement, the City Risk Manager has updated the insurance language and provided a new Letter of Indemnification.

3. This agreement has been reviewed by the City Risk Manager and the City Attorney as to form and legality.

Attachments

Prepared by: Madeleine Rackley, Business Manager

Reviewed by: Kris Morita, Assistant General Manager
RESOLVED, That the Board of Library Commissioners approve the "License Agreement between the City and the Foundation for the Use of Works of Art and Trade Names Associated with the Los Angeles Public Library;"

RESOLVED, that the City Librarian and Deputy City Attorney are authorized to make technical changes; and

FURTHER RESOLVED, that the Board President is authorized to execute this agreement, subject to the receipt of required approvals.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:
AYES:
NOES:
ABSENT:
LICENSE AGREEMENT FOR USE OF WORKS OF ART
ASSOCIATED WITH
THE LOS ANGELES PUBLIC LIBRARY’S CENTRAL LIBRARY
AND TRADE NAMES OF THE CITY OF LOS ANGELES FOR
THE LIBRARY STORE

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of July 1, 2017, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("Licensor"), and the Library Foundation of Los Angeles, a California non-profit benefit corporation ("Licensee"). Licensor and Licensee maybe referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Licensor possesses certain intellectual property rights in its name and insignias as well as certain Works (as defined in Subsection 1.11 below) that are associated with the Los Angeles Public Library (the "Library");

WHEREAS, Licensee is operating a store at the Central Library (the "Library Store"); and

WHEREAS, Licensor is willing to grant, and Licensee desires to acquire, the non-exclusive right to use Licensor’s intellectual property rights in such names and insignias as well as certain Works for the purpose of manufacturing, distributing and selling products through the Library Store and through other channels;

NOW, THEREFORE, in consideration of the premises and mutual promises, terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1.0 DEFINITIONS

As used herein, the following terms shall have the following definitions:

1.1 Approved Works. "Approved Works" shall mean those Works Licensee has requested the right to use pursuant to the provisions of this Agreement and Licensor, acting through the City Librarian, has approved such use through a grant of copyright license, addendum to this Agreement or right of physical access to the Work.

1.2 Business Day. "Business Day" shall mean a day on which banks are open for business in Los Angeles, California, U.S.A.

1.3 Dollars. "Dollars" or "$" shall mean lawful money of the United States in immediately available funds.

1.4 Donations. "Donations" shall mean any monetary or in-kind donations made to the Library or to Licensee.

1.5 Effective Date. "Effective Date" shall mean July 1, 2017.
1.6 Fundraising. "Fundraising" shall mean any act or activities that would lead to Donations benefiting the Library or Licensee exclusively.

1.7 Licensed Products. "Licensed Products" shall mean any products that Licensee procures, assembles, creates or manufactures, or has procured, assembled, created or manufactured, for sale or distribution pursuant to this Agreement that are based on or that otherwise exploit any or all Licensed Works.

1.8 Licensed Works. "Licensed Works" shall mean the Approved Works and Trade Names and all intellectual property rights and good will associated therewith, including all copyright and trademark rights, whether registered or not.

1.9 MOU. "MOU" shall mean the Memorandum of Understanding between the Library Foundation of Los Angeles and the Los Angeles Public Library.

1.10 Trade Names. "Trade Names" shall mean any and all trade names, trademarks and other commercial symbols, and the goodwill associated therewith, either (i) listed in Exhibit A attached hereto and made a part hereof or (ii) added specifically as listed from time to time to Exhibit A hereto by mutual agreement of the Parties.

1.11 Works. "Work" or "Works" shall mean any and all works of authorship, including literary, dramatic, musical, artistic and other intellectual works, as to which the Library has the right of physical access and either (a) the Library owns the copyright or (b) an assignment, license and/or any other form of waiver or agreement has been or will be obtained pursuant to Section 4.1 or otherwise to permit Licensee’s use thereof consistent with the provisions of this Agreement.

2.0 GRANT OF RIGHTS AND LICENSES

Subject to all of the terms and conditions set forth in this Agreement:

A. Rights and Obligations Related to Licensed Products

2.1 Distribution Rights. Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free right and license to procure, sell, display and distribute, and have procured, sold, displayed and distributed, Licensed Products during the term of this Agreement through the Library Store or through other channels at Licensee’s choosing. Licensee or its agents may use textual and/or pictorial matter pertaining to the Licensed Works on such promotional, display and advertising material as may, in its judgment, promote the sale of the Licensed Products which material does not infringe on intellectual property rights of third parties and is approved by the Library, such approval shall not to be unreasonably withheld.

2.2 Manufacturing and Other Rights. Licensor hereby grants to Licensee a nonexclusive, non-transferable, royalty-free right and license during the term of this Agreement to, directly or indirectly, manufacture, assemble, copy, modify, create derivative works of, publicly perform and otherwise use the Licensed Works and all derivative works thereof for the purposes of assembling, manufacturing, creating and distributing Licensed
Products pursuant to Section 2.1 above. Without limiting the generality of the foregoing, the rights granted herein shall include (a) the right to photograph, record, re-record, duplicate, release and exhibit Licensed Products as part of a production in any medium now existing or hereafter developed (e.g., still photography, video tape, film, CD-ROM, DVD, internet downloads); (b) the right to use any musical Licensed Product as a soundtrack "synced" with visual images as part of a production; and (c) the right to use musical Licensed Products as part of the public exhibition, viewing or broadcast of a production (including but not limited to television shows, videos, DVDs, websites, podcasts, multimedia presentations and films). Licensee may negotiate and contract with any and all persons or entities involved in the manufacturing and distribution process, including, but not limited to, suppliers and current and prospective manufacturers, distributors and other resellers.

2.3 **Trade Name Rights.**

(A) Licensee may, on a royalty-free basis, use, but is not required to use, any of the Trade Names listed in Exhibit A in connection with the sale or distribution of any Licensed Products. Licensee may also use other trademarks, trade names, service marks and commercial symbols of its own choosing in connection with the sale and distribution of Licensed Products unless otherwise prohibited by third party agreements.

(B) If Licensee, in its sole discretion, uses any Trade Name on any Licensed Product, Licensee agrees that such use shall be in strict compliance with the provisions of all applicable laws and regulations. Licensee agrees to conduct any and all advertising and promotion in which such Trade Name may be used so as to assure the continued validity and enforceability of such Trade Name.

2.4 **Right to Sublicense.** The rights and licenses granted herein pertaining to the Licensed Products are personal to Licensee. Thus, Licensee shall have the right to sublicense any of such rights and licenses as necessary in Licensee’s reasonable discretion with prior written approval of the City Librarian. Licensee shall provide the City Librarian, or designee, with a summary of the terms and conditions of such sublicense for the Librarian’s approval. The Librarian shall notify Licensee of approval or disapproval within ten (10) Business Days of receiving such summary.

2.5 **Licensor’s Rights to use Licensee’s Trade Name.** Licensee hereby grants to Licensor the right to use Licensee’s trade name “The Library Foundation of Los Angeles” in furtherance of the Licensor, Library and related services. Licensor shall provide samples of all such advertising or promotional materials to Licensee that contain Licensee’s trade name. If Licensee determines that any such sample, in Its reasonable discretion, does not satisfy Licensee’s quality control standards, Licensee shall notify Licensor of the quality issues within thirty (30) Business Days of receiving the relevant sample. Licensor shall not use such advertising or promotional materials bearing Licensee’s trade name until Licensee is reasonably satisfied with them.

2.6 **Additional Approved Works.** Licensee may, upon thirty (30) days’ written notice to the City Librarian, request the right to use additional Works which have not
previously been approved as Approved Works. Licensee may not use any such Work absent written approval from the City Librarian. Upon receipt of such written approval by the City Librarian, the subject Work shall be deemed an Approved Work.

2.7 Removal of Trade Name; Reimbursement of Licensee. Licensor may, upon thirty (30) days' prior written notice to Licensee, unilaterally remove a Trade Name from Exhibit A. In the event that Licensor unilaterally removes a Trade Name from Exhibit A, pursuant to this Section 2.7, after approval of a pre-production sample of the Licensed Products(s) based on or on which such Trade Name is used, Licensor shall promptly reimburse Licensee for any costs incurred, whether directly or indirectly, in respect of manufacture, assembly, development, sale or distribution of such Licensed Product(s).

B. Rights and Obligations related to Fundraising and Donations

2.8 Licensor hereby grants to Licensee a non-exclusive, non-transferrable royalty-free right and Licensee agrees to use the Trade Names for and related to Fundraising as defined in Section 1.6.

2.9 The right and license granted herein related to Fundraising may not be sublicensed or assigned without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

C. All rights and interests not expressly granted herein are reserved by Licensor. All rights and licenses granted herein shall be for all media and worldwide use.

3.0 INTELLECTUAL PROPERTY NOTICES

3.1 Copyright Notice. Licensee shall place a lawful copyright notice in the name of Licensor, or a third party designated by Licensor (e.g., the artist copyright owner), on a Licensed Product if: (i) the Licensed Work that is reproduced in or on the Licensed Product is subject to copyright protection; (ii) Licensor has represented to Licensee in writing that Licensor, or Licensor's designee, owns the copyright in such Licensed Work; and (iii) the Licensed Work has not been modified by Licensee.

3.2 Trademark Notice. Upon Licensor’s request, Licensee shall use a “TM” after any unregistered trademark of Licensor, or an "R" in a circle after any federally registered trademark of Licensor that appears on a Licensed Product.

3.3 Licensee’s Copyrights and Trademarks. The Parties agree that Licensee may create, have created, and own copyrighted material with respect to the Licensed Products separate and apart from Licensor’s copyright rights, including, but not limited to, derivative works of the Licensed Works. Licensee may use its own trade name or trademarks on the Licensed Products, and its own copyright and/or trademark notices, as appropriate in Licensee’s reasonable discretion. Upon termination or expiration of this Agreement, Licensee shall transfer to Licensor all copyrights so obtained.

4.0 REPRESENTATIONS AND WARRANTIES
4.1 **Rights in Licensed Works.** Licensor represents and warrants that it has, to the best of its knowledge, the rights to grant the licensing rights to Licensee hereunder with respect to the Licensed Works. Licensee shall obtain, as necessary, with respect to each Work, an assignment, license and/or any other form or waiver or agreement that may be required consistent with the first sentence of this Section 4.1 from any person or entity the Licensor reasonably believes may have a bona fide copyright claim or other intellectual property claim in any work.

4.2 **Rights in Trade Names.** Licensor represents and warrants that it is the owner of all Trade Names identified on Exhibit A and that it has, to the best of its knowledge, the rights to grant the licensing rights to Licensee hereunder with respect to the Trade Names.

5.0 **PROTECTION OF LICENSED WORKS**

5.1 **Infringements.**

(A) Licensee shall take any and all actions, legal or otherwise, which are necessary to: (i) terminate infringements of any part of the Licensed Products; or (ii) terminate any attempted passing-off by imitation of any Licensed Product. Licensor shall have the right to be kept informed of the status and progress of all actions instituted by Licensee pursuant to Section 5.1 (A) hereof. Licensee shall bear all the expenses of all actions which it initiates pursuant to Section 5.1 (A) hereof (including without limitation attorneys’ fees). Licensee shall notify Licensor promptly of any infringement or passing-off of the Licensed Products of which Licensee becomes aware.

(B) If Licensee does not institute an action within ninety (90) days after informing Licensor of an infringement or of a passing-off by imitation of any Licensed Product, then Licensor may institute an action with respect thereto. Licensee shall have the right to be kept informed of the status and progress of all such actions instituted by Licensor pursuant to this Section 5.1 (B). Licensor shall bear all the expenses of all actions which it initiates pursuant to Action 5.1 (B) hereof (including without limitation attorneys’ fees).

(C) Licensor and Licensee shall assist the other in any manner deemed reasonably necessary by the other in order to allow the other to pursue any of the actions described in Section 5.1 (A) and (B) above.

5.2 **Apportionment of Recoveries.** Any recoveries or settlement fees received from suits or settlements involving an action initiated pursuant to Section 5.1 hereof or agreed to shall be paid to the Party which initiated such suit or action in accordance with Section 5.1 hereof, for such Party’s own use and benefit.

6.0 **DEFENSIVE LITIGATION**

6.1 **Indemnity by Licensor.**
(A) The activities performed by Licensee under this Agreement are deemed to constitute activities performed on behalf of Licensor for purposes of that action of the City Council of Los Angeles (C.F. 92-1888) and that Letter of Indemnification issued by the Office of the City of Los Angeles Administrative Officer on June 5, 2017, and the losses and liabilities described thereunder including any losses and liabilities arising out of any claim that the Licensed Works infringe an intellectual property right of a third party, including, but not limited to, any copyright or trademark right, or any right of privacy or publicity, provided that Licensee exercises an ordinary standard of care in the performance of its duties. Loss or liabilities arising from malfeasance, active negligence or willful misconduct by Licensee are not covered.

(B) Should any Licensed Works become or, in Licensor’s opinion, be likely to become the subject of a claim of infringement of an intellectual property right of a third party, Licensor may, at its option, either (1) have Licensee procure the right to continue using such Licensed Works as required under subsection 9.2, or (2) unilaterally rescind Licensee’s rights granted pursuant to this Agreement in connection with such Licensed Works.

(C) Licensor shall, at its option, either self-insure or purchase commercial liability insurance. In either instance the amount of coverage shall be no less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) in the aggregate naming Licensee as an additional insured party. If Licensor obtains commercial liability insurance, Licensor shall submit to Licensee a certificate of insurance evidencing the foregoing upon obtaining such insurance.

(D) Under no circumstances shall this Section 6.1 be applicable to any claims, actions, proceedings or lawsuits as far as losses and liabilities caused by Licensee’s agents, consultants, and or sublicensees.

7.0 TERM AND TERMINATION

7.1 Term of Agreement. The term of this Agreement shall be for three (3) years. The term shall begin July 1, 2017. Should a valid MOU not be executed by both Parties to this Agreement upon expiration of the presently effective MOU, a written notice of thirty (30) days shall be sufficient to terminate this Agreement.

7.2 Early Termination.

(A) Licensor shall have the right to terminate this Agreement if any of the following events (hereinafter called “defaults”) occurs, unless they are cured pursuant to subparagraph (C) of this Section 7.2:

(i) Licensee defaults in the performance of its obligations provided for in this Agreement; or

(ii) Licensee manufactures, procures, sells or distributes, whichever first occurs, any of the Licensed Products
without the prior approval of Licensor as provided in Section 2. hereof.

(B) Licensee shall have the right to terminate this Agreement if any of the following defaults occurs, unless they are cured pursuant to subparagraph (C) of this Section 7.2:

(i) Licensor defaults in the performance of its obligations provided for in this Agreement; or

(ii) Licensor uses Licensee's trade name without the prior approval of Licensee as provided in Section 2.5 hereof.

(C) If the defaulting Party does not cure any of the foregoing defaults to the non-defaulting Party's reasonable satisfaction within ninety (90) days of receiving notice of such default from the non-defaulting Party, the non-defaulting Party may terminate this Agreement by providing written notice thereof to the defaulting Party specifying the particulars of the defaulting Party's failure to cure the default.

(D) Upon termination or expiration of this Agreement, Licensee shall cease assembling, creating, and manufacturing Licensed Products. Licensee shall deliver to Licensor, as soon as practicable and within thirty (30) days following expiration or termination of this Agreement, a report indicating the number, location and description of Licensed Products on hand. Licensee may sell off its inventory of all Licensed Products that are not the subject to a claim of intellectual property infringement by any third party for ninety (90) days after termination of this Agreement. After this inventory sell off period, Licensee shall cease using Licensed Works entirely.

8.0 SALES OF LICENSED PRODUCTS

8.1 Within thirty (30) days following the end of each calendar quarter, Licensee shall provide to Licensor a sales report for the Licensed Products for the previous quarter.

8.2 Licensor shall have the right to purchase Licensed Products from Licensee at a price equal to the lowest wholesale price at which Licensee purchased such Licensed Products.

9.0 APPROVALS AND QUALITY CONTROL

9.1 Licensor's Quality Control and Approvals of Licensed Products. Licensee agrees to furnish Licensor free of cost for its written approval as to quality and style, a pre-production sample of each of the Licensed Products, together with its packaging, hang tags, and wrapping materials, before its manufacture, sale or distribution, whichever is first to occur. If Licensor determines that any such Licensed Product, in its reasonable discretion, does not satisfy Licensor's quality control standards, Licensor shall notify Licensee of the quality issues within thirty (30) Business Days of receiving the
relevant sample. Licensee shall make changes to the Licensed Product as required by the Licensor.

9.2 Third Party Quality Control Approvals. The Parties acknowledge that the copyright in certain Works belongs to third parties and, that in some cases, such third parties will have the right to approve Licensed Products. Licensee represents that it will use its best efforts to secure the consent of such third-party copyright owners as necessary for the Licensed Products; provided, however, that if Licensee ultimately is unable to secure such consent and has notified Licensor thereof, Licensee agrees that it shall not manufacture and/or sell the particular Licensed Products in question, unless it shall have obtained such consent through other means.

9.3 Licensor’s Approval of Promotional and Advertising Materials. Samples of all advertising or promotional materials pertaining to the Licensed Products shall be submitted to the Licensor for its prior approval. If Licensor determines that any such sample, in its reasonable discretion, does not satisfy Licensor’s quality control standards, Licensor shall notify Licensee of the quality issues within thirty (30) Business Days of receiving the relevant sample.

9.4 The attached Standard Provisions for City Contracts (Rev. 3/09) (Exhibit B) are hereby incorporated by reference into this Agreement, provided, however, that: PSC-20 (Indemnification) and PSC-24 (Insurance) are not applicable to, or incorporated by reference into, this Agreement by reason of the indemnity provided to the Licensee by the City of Los Angeles in accordance with the provisions of that certain letter to the Licensee from Richard H. Llewellyn, Jr., City Administrative Officer, as executed by Paul Ruelas City Risk Manager, dated June 5, 2017, as authorized by the Los Angeles City Council in City Council (C.F. 92-1888) on October 2, 1992; and a portion of PSC-31 (Service Contractor Worker Retention Ordinance (“SCWRO”)) is not applicable to, or incorporated by reference into, this Agreement since this Agreement is not a “contract”...for the furnishing of services to or for the City or financial assistance recipient” within the meaning of Section 10.36.1(g) of the Los Angeles Administrative Code but is a license of intellectual property by the City to the Foundation.

10.0 MISCELLANEOUS

10.1 Assignments. This Agreement shall be binding upon, and inure to the benefit of, Licensor and Licensee and their respective heirs, successors and assigns.

10.2 Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of California, U.S.A.

10.3 Waiver. A Waiver of any breach or of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

10.4 No Other Relationship. Nothing herein contained shall be deemed to create a joint venture, agency or partnership relationship between the Parties hereto. Neither Party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.
10.5 Notices. Each notice required or permitted to be sent under this Agreement shall be given by email, facsimile or by registered or recorded delivery letter to Licensor at:

City Librarian  
Los Angeles Public Library  
630 West Fifth Street  
Los Angeles, CA 90071

Telephone: (213) 228-7515  
Facsimile: (213) 228-7519

And to Licensee at:

Library Foundation of Los Angeles  
630 West Fifth Street  
Los Angeles, CA 90071  
Attn: President

Telephone: (213) 228-7500  
Facsimile: (213) 228-7509

Either Party may change its address and/or telephone number, for purposes of this Agreement by giving the other Party written notice of its new address and/or telephone number. Any such notice if given or made by registered or recorded delivery letter shall be deemed to have been received on the earlier of the date actually received and the date ten (10) Business Days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted as aforesaid). Notice made by facsimile shall be deemed received on the date transmitted if transmitted during normal business hours on a Business Day, otherwise on the next Business Day.

10.6 Entire Understanding. This Agreement embodies the entire understanding between the Parties relating to the subject matter hereof, whether written or oral, and there are no prior representations, warranties or agreements between the Parties not contained in the Agreement.

10.7 Invalidity. If any revision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

10.8 Amendments. Any amendment or modification of any provision of this Agreement must be in writing, dated and signed by both Parties hereto.

10.9 Survival of Contents. Notwithstanding anything else in this Agreement to the contrary, the Parties agree that Sections 1, 4, 5, and Sub-sections 6.1 (A), 7.2 (D),
10.1, 10.2, 10.5, 10.6, 10.9, 10.11, and 10.12 shall survive the expiration of this Agreement to the extent required thereby for the full observation and performance by any or all of the Parties hereto.

10.10 **Table of Contents and Headings.** Any table of contents accompanying this Agreement and any headings contained herein are for directory purposes only, do not constitute a part of this Agreement, and shall not be employed in interpreting this Agreement.

10.11 **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original.

10.12 **Right, Power and Authority.** Each of Licensor and Licensee hereby represents, warrants and covenants to the other as follows: It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement,

CITY OF LOS ANGELES
BOARD OF LIBRARY COMMISSIONERS

By: ______________________________
BICH NGOC CAO
President

Date: ______________________________

LIBRARY FOUNDATION OF
LOS ANGELES

By: ______________________________
KENNETH S. BRECHER
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: ______________________________

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

By: ______________________________

Date: ______________________________

License Agreement between the Los Angeles Public Library and the Library Foundation of Los Angeles Page11
EXHIBIT A
TRADE NAMES

“Los Angeles Public Library”

“LAPL”

“Central Library”

All logos, insignias, marks, and names that maybe reasonably identifiable with Los Angeles Public Library ever used (whether past, present or intended to be used in the near future) by the Los Angeles Public Library

All rooms officially designated in the Los Angeles Public Library
RE: LICENSE AGREEMENT DATED JULY 1, 2017 FOR USE OF WORKS OF ART ASSOCIATED WITH THE LOS ANGELES PUBLIC LIBRARY’S CENTRAL LIBRARY AND TRADE NAMES OF THE CITY OF LOS ANGELES FOR THE LIBRARY STORE WITH SPECIFIC REFERENCE TO SECTIONS SIX AND NINE OF SAID AGREEMENT

Pursuant to an action of the City Council (C.F. 92-1888), the City of Los Angeles agrees to defend, indemnify and hold harmless the Library Foundation of Los Angeles from loss or liability, actual or alleged, which may arise from the acts or omissions of the Foundation, its officers or employees on behalf of the City. This indemnification applies only to activities performed on behalf of the City of Los Angeles. It requires that the indemnitees exercise an ordinary standard of care in the performance of their duties. It excludes claims arising from malfeasance, active negligence or willful misconduct of the indemnitees.

It is understood and agreed that the City of Los Angeles will not defend or indemnify the Foundation for liability arising from the serving of alcohol at Foundation events. When liquor is served on City property, Foundation further agrees to hire a licensed professional server who shall carry no less than $1,000,000 Liquor Liability Insurance. Prior to entering into any Agreement with a club, hotel, restaurant or other private facility, the Foundation will verify the existence of Liquor Liability Insurance as specified in this paragraph.

Sincerely,

[Signature]
Paul Ruelas
Risk Manager
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

June 22, 2017

SUBJECT

There are no items pending.

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