AGENDA

Board of Library Commissioners
City of Los Angeles
Thursday, October 12, 2017

EDENDALE BRANCH LIBRARY
2011 W. Sunset Boulevard
Los Angeles, CA 90026

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 – July 27, 2017
   - Regular Meeting – September 28, 2017

3. Remarks by the Northeast Area Manager and Edendale Branch Senior Librarian

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

5. City Librarian’s Comments and Announcements

6. City Librarian’s Reports

   Consent Calendar

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

a. Recommendation to accept the following gifts: (EXHIBIT “A”)

   $14,000.00 From the Friends of the Platt Library for the Platt Branch Library
$6,529.22 From the Sherman Oaks Friends of the Library for Sherman Oaks Branch Library
(Value of gift)

b. 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 “B”)

c. Recommendation to award contracts for Immigration Assistance Services for the Los Angeles Public Library
(EXHIBIT “C”)

7. Various Communications: None

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

9. Election of Officers for Fiscal Year 2017-18

10. Adjournment

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, OCTOBER 26, 2017, at the CENTRAL LIBRARY, 630 W. Fifth 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.

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.

For more information, contact: Library Commission Office (213) 228-7530
Posted 10/6/17
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

October 12, 2017

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $14,000 received from the Friends of the Platt Library, for donation to the Platt Branch Library be accepted; and deposited in Trust Fund 831, Account 340; and

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

FINDINGS:

1. The gift of $14,000 will be used to purchase library materials for the Platt Branch Library.

2. A letter of thanks should be sent to:

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

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

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

October 12, 2017

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of eleven (11) tables valued at $6,529.22 received from 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 Sherman Oaks Friends of the Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of eleven (11) tables valued at $6,529.22 will be used in the meeting room at 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, Interim Director of Branches
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

A. RECOMMENDATION:

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.

B. 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: Susan Broman, Acting Assistant City Librarian
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 benefitting 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 Licenser 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 Licenser’s opinion, be likely to become the subject of a claim of infringement of an intellectual property right of a third party, Licenser 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) Licenser 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 Licenser obtains commercial liability insurance, Licenser 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) Licenser 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

License Agreement between the Los Angeles Public Library and the Library Foundation of Los Angeles
Page6
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.

License Agreement between the Los Angeles Public Library and the Library Foundation of Los Angeles
Page 8
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: ________________________________
"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,

Paul Ruesas
Risk Manager

PR:ja:14170103
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

October 12, 2017

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

SUBJECT: REQUEST TO AWARD CONTRACTS FOR IMMIGRATION
ASSISTANCE SERVICES FOR THE LOS ANGELES PUBLIC LIBRARY

A. RECOMMENDATIONS:

That the Board of Library Commissioners:

1. Approve the Department’s selection of contractors to provide immigration assistance services for the Los Angeles Public Library (LAPL);

2. Award a contract to the Central American Resource Center of California (CARECEN) to provide immigration assistance services to LAPL.

3. Award a contract to the Asian Americans Advancing Justice (AAA) Los Angeles to provide immigration assistance services to LAPL.

4. Award a contract to International Rescue Committee, Inc., to provide immigration assistance services to LAPL.

5. Authorize the City Librarian and City Attorney to make technical changes to the contracts prior to execution;

6. Authorize the President of the Board of Library Commissioners to execute the contracts;

7. Adopt the attached Resolution regarding the Agreement between LAPL and the aforementioned contractors.

B. FINDINGS:

1. The Board of Library Commissioners approved the issuance of a Request for Qualifications (RFQ) on March 9, 2017, to seek qualified entities to establish a list of prequalified immigration assistance contractors. The RFQ was released and made public on March 12, 2017. A pre-proposal conference was held on April 28, 2017. Representatives from seven (7) firms attended the conference. The due date to submit a response to the RFQ was July 14, 2017.
2. The RFQ was posted and advertised on the following websites: City's www.labavn.org, the LAPL Website, Daily Journal, and Facebook. Announcements about the RFQ were sent to organizations that LAPL staff had used in the past for similar work.

3. On July 14, 2017, three (3) firms submitted proposals in response to the RFQ. The evaluation committee thoroughly reviewed the proposals to ensure compliance with the submittal and evaluation requirements specified in the RFQ and addenda. The committee was impressed by the thoroughness and experience that characterized responses to the RFQ and found the three (3) proposals were responsive to the requirements of the RFQ.

4. The Library recommends awarding contracts to the three (3) firms listed in this report to provide immigration assistance contractor services.

Attachments

Prepared by: Robert Morales, Business Office

Reviewed by: Madeleine M. Rackley, Library Business Manager
Eva Mitnick, Director of Engagement and Learning Services
October 12, 2017

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

WHEREAS, On March 9, 2017, the Board of Library Commissioners approved the issuance of a Request for Qualifications (RFQ) to see qualified consultants to establish a list of immigration assistance contractors;

WHEREAS, The evaluation committee has reviewed and evaluated the three (3) proposals submitted by July 14, 2017, in response to the RFQ and recommends that the Board of Library Commissioners: 1) approve the selection of the three (3) firms found to be responsive to the RFQ for the prequalified list of Immigration Assistance Contractors; and 2) authorize the Board President to award contracts to the three (3) firms listed in the report;

THEREFORE, BE IT RESOLVED, That that the Board of Library Commissioners award contracts to the three (3) firms listed in the report to provide Immigration Assistance Contractor services for the LAPL;

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; and

FURTHER RESOLVED, That Board of Library Commissioners authorize the President of the Board of Library Commissioners to execute any contracts awarded.

This is a true copy:

____________________________________
Raquel M. Borden
Board Executive Assistant
Adopted by the following votes:

AYES:
NOES:
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
CENTRAL AMERICAN RESOURCE CENTER – CARECEN – OF CALIFORNIA
IMMIGRATION ASSISTANCE CONTRACTOR

This Agreement dated _____________, 2017 is entered into by and
between the City of Los Angeles, a municipal corporation, acting by and through its
Board of Library Commissioners (hereinafter “City” or "Library"), and Central
American Resource Center – CARECEN – of California (hereinafter "Contractor").
Library and Contractor may also be referred to herein individually as a "Party" or
collectively as the "Parties".

WHEREAS, the Library seeks professional and specialized immigration
consultant services on an as-needed and as-requested basis to provide professional
services to meet the needs of Library patrons; and

WHEREAS, on March 9, 2017, the Board of Library Commissioners approved
the issuance of a Request for Qualifications for Immigration Assistance Contractors
(RFQ), which is attached hereto as Exhibit A and incorporated herein by this reference;
and

WHEREAS, Contractor’s response to the RFQ was received on July 14, 2017,
and was found responsive to the RFQ by an evaluation panel consisting of Library
employees; and

WHEREAS, The Board of Library Commissioners approved the award of an
Agreement to Contractor on September 28, 2017; and

WHEREAS, the Contractor’s services are professional, expert and technical
services to be used by the Library; and

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

WHEREAS, City desires to have Contractor provide immigration assistance
services; and

WHEREAS, funds are available to compensate Contractor for materials and
services in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the promises, and of the mutual
covenants and agreements herein contained, the Parties hereto agree as follows:
1.0 DOCUMENTS

1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. This Agreement along with the Standard Provisions for City Contracts (Rev. 03/09), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Contractor’s submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

C. Sample documents:
   1. Notice of Available Work
   2. Notice to Proceed
   3. Supplemental Notice to Proceed

1.2 All of the above Exhibits 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

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 As-Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

2.1 The Agreement and the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

2.2 Contractor’s submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

3.0 SCOPE OF WORK

Contractor will provide the following types of immigration assistance services to the Library as requested:

3.1 Screen an individual’s eligibility to establish eligibility for immigration benefits (e.g., Deferred Action for Childhood Arrivals; Asylum; U-Visas, etc.).

3.2 Provide application assistance for DACA, citizenship, or other forms of immigration relief, including fee waiver forms.

Los Angeles Public Library Immigration Assistance Contractor Agreement Page 2 of 9
3.3 Provide individuals with an explanation of immigration options and procedures.
3.4 Maintain accurate, thorough and confidential records and provide a place to store such records and files.
3.5 Collect relevant data and statistics for reporting, write reports, and make data-driven recommendations. Provide reports in a timely manner as requested by the Library.
3.6 Reach out to community partners, bar associations, and non-profit organizations to establish referrals for immigration services.
3.7 Compile and assess community resources and potential partnerships.
3.8 Work with Library staff to plan overall strategies for targeted New Americans Initiative programming.
3.9 Provide Library staff training on basic screening and assistance with the USCIS N-400 Application for Naturalization forms and procedures.
3.10 Participate in community-based outreach to and for the immigrant community.
3.11 Host citizenship and immigration workshops at various branch libraries throughout the City of Los Angeles.
3.12 Provide strong computer, writing and the ability to perform research on immigration issues.
3.13 Attend relevant community and library meetings, including evenings and weekends.
3.14 Provide related services at various branch libraries throughout the City of Los Angeles.
3.15 Provide services in multiple languages.

4.0 NOTICE OF AVAILABLE WORK

As stated in the Request for Qualifications for Immigration Assistance Contractors, contractors approved by the Board of Library Commissioners will be selected to compete for specific immigration assistance projects.

4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable Contractors, substantially in the form included as Attachment C.1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.

4.2 Interested Contractors will respond with a written project proposal which may include:

A. A plan responsive to the Notice of Available Work.
B. A cost estimate.
C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
D. Any additional costs for materials, travel, or subcontractors.

E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.

4.3 The Contractor will assign key personnel from the list in Section 5.0 ("Key Personnel") of this Agreement. Additional or replacement staff must be identified in the response to the Notice of Available Work and approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

4.4 The Library will select the Contractor it deems best for the specific project from the Notice of Available Work responses received. The selected Contractor will be issued a Notice to Proceed substantially in the form included as Attachment C.2 of this Agreement. The Notice to Proceed will authorize the Contractor to begin work and specify a "Not to Exceed" compensation amount. The Contractor shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Attachment C.3 of this Agreement.

4.5 The Library reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

5.0 **KEY PERSONNEL**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Sharp</td>
<td>Legal Director</td>
</tr>
<tr>
<td>Stephanie Ryan</td>
<td>Managing Attorney</td>
</tr>
<tr>
<td>Gloria Espitia</td>
<td>Managing Attorney</td>
</tr>
<tr>
<td>Julie Mitchell</td>
<td>Managing Attorney</td>
</tr>
<tr>
<td>Henry Aguilar</td>
<td>Accredited Representative</td>
</tr>
<tr>
<td>Diana Flores</td>
<td>Accredited Representative</td>
</tr>
<tr>
<td>Shino Komine</td>
<td>Staff Attorney</td>
</tr>
<tr>
<td>Federico Canton</td>
<td>Staff Attorney</td>
</tr>
</tbody>
</table>

6.0 **PAYMENT**

The amount payable to Contractor for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through the Notice of Available Work procedures described in Section 4.0 of this Agreement prior to the commencement of any work performed at the request of the Library. The total amount of this contract shall not exceed $140,000 per fiscal year (July 1 – June 30).

The Library is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.
7.0 PAYMENT OF INVOICES

7.1 Contractor shall submit itemized invoices 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 services as detailed in Contractor's response to specific projects.

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

A. Name and Address of Contractor.
B. Name and Address of City Department being billed (Library Department).
C. Date of invoice and period covered.
D. Agreement Number or Authority Number.
E. Description of completed task(s) and amount due for task(s), including:

   i. Name of personnel working on task.
   ii. Hours spent on tasks and time sheet supporting charges (if applicable).
   iii. Rate per hour and total amount due.
   iv. Signature of duly authorized officer.
   v. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. 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 Contractor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the City contract manager shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than sixty (60) days after receipt by the City.
vi. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor 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.

Invoices shall be submitted:

Los Angeles Public Library
Attention: Business Office
630 W. 5th Street
Los Angeles, CA 90071

Failure to adhere to these procedures 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.

8.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

9.0 LIBRARY'S PERFORMANCE

The Library will request immigration assistance services as needed in accordance with Section 3 of this Agreement. There is no minimum amount of services or materials guaranteed in this Agreement.

10.0 TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years. The term shall begin as of the date first written above upon execution of the Agreement by the Parties hereto.

11.0 TERMINATION

Notwithstanding the provisions of Section 6.0 of this Agreement, either Party may terminate this Agreement on sixty (60) days written notice to the other Party. In the event of termination, Contractor shall be paid for work completed under this Agreement through the effective date of termination.
12.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other Contractors during the term of this Agreement.

13.0 OWNERSHIP

13.1 All documents and records (hereinafter collectively referred to as "documents") provided by the City to Contractor 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.

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

14.0 DISCLOSURE INFORMATION

14.1 All documents and information provided to Contractor by the City are confidential. All materials are to be considered confidential. Contractor 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. Contractor shall immediately notify City Representative identified in Section 14.0 below of any attempt by a third party to obtain access to documents or materials.

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

15.0 AMBIGUITY

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

16.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Contractor shall notify, in writing, the other Party of any changes in the following information within thirty (30) days of such change.

16.1 CONTRACTOR'S REPRESENTATIVE

Name: Martha Arevalo
Title: Executive Director
Party: Central American Resource Center – CARECEN – of California
Address: 2845 West 7th Street  
Los Angeles, CA 90005
Telephone: 213-385-7800 ext 135  
Email: marevalo@carecen-la.org

16.2 CITY’S REPRESENTATIVE

Name: Madeleine M. Rackley  
Title: Library Business Manager  
Party: City of Los Angeles, Los Angeles Public Library  
Address: 630 W. 5th Street  
Los Angeles, CA 90071
Telephone: (213) 228-7465  
Fax: (213) 228-7449  
Email: mrackley@lapl.org

Formal notices to the Library, demands and communications shall be provided to the Library’s Representative with copies to the Library’s Project Manager:

Name: Alicia Moguel  
Title: Associate Director of Lifelong Learning  
Address: 630 W. 5th Street  
Los Angeles, CA 90071
Telephone: (213) 228-7381  
Fax: n/a  
Email: amoguel@lapl.org

Formal notices to Contractor, demands and communications shall be provided to the Contractor’s Representative with copies to the Contractor’s Project Manager:

Name: Martha Arevalo  
Title: Executive Director  
Party: Central American Resource Center – CARECEN – of California
Address: 2845 West 7th Street  
Los Angeles, CA 90005
Telephone: 213-385-7800 ext 135  
Email: marevalo@carecen-la.org

Formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ________________________________
BICH NGOC CAO
President
Board of Library Commissioners

Date ________________________________

By ________________________________
Martha Arevalo
Executive Director
Central American Resource Center - CARECEN – of California

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ________________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

Date ________________________________

ATTEST:

RAQUEL BORDEN
Executive Assistant

Date ________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ________________________________

Date: ________________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
ASIAN AMERICANS ADVANCING JUSTICE LOS ANGELES
IMMIGRATION ASSISTANCE CONTRACTOR

This Agreement dated ____________, 2017 is entered into by and
between the City of Los Angeles, a municipal corporation, acting by and through its
Board of Library Commissioners (hereinafter “City” or "Library"), and Asian Americans
Advancing Justice Los Angeles (hereinafter "Contractor"). Library and Contractor may
also be referred to herein individually as a "Party" or collectively as the “Parties”.

WHEREAS, the Library seeks professional and specialized immigration
consultant services on an as-needed and as-requested basis to provide professional
services to meet the needs of Library patrons; and

WHEREAS, on March 9, 2017, the Board of Library Commissioners approved
the issuance of a Request for Qualifications for Immigration Assistance Contractors
(RFQ), which is attached hereto as Exhibit A and incorporated herein by this reference;
and

WHEREAS, Contractor’s response to the RFQ was received on July 14, 2017,
and was found responsive to the RFQ by an evaluation panel consisting of Library
employees; and

WHEREAS, The Board of Library Commissioners approved the award of an
Agreement to Contractor on September 28, 2017; and

WHEREAS, the Contractor’s services are professional, expert and technical
services to be used by the Library; and

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

WHEREAS, City desires to have Contractor provide immigration assistance
services; and

WHEREAS, funds are available to compensate Contractor for materials and
services in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the promises, and of the mutual
covenants and agreements herein contained, the Parties hereto agree as follows:
1.0 DOCUMENTS

1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. This Agreement along with the Standard Provisions for City Contracts (Rev. 03/09), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Contractor’s submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

C. Sample documents:
   1. Notice of Available Work
   2. Notice to Proceed
   3. Supplemental Notice to Proceed

1.2 All of the above Exhibits 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

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 As-Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

2.1 The Agreement and the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

2.2 Contractor’s submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

3.0 SCOPE OF WORK

Contractor will provide the following types of immigration assistance services to the Library as requested:

3.1 Screen an individual’s eligibility to establish eligibility for immigration benefits (e.g., Deferred Action for Childhood Arrivals; Asylum; U-Visas, etc.).

3.2 Provide application assistance for DACA, citizenship, or other forms of immigration relief, including fee waiver forms.
3.3 Provide individuals with an explanation of immigration options and procedures.
3.4 Maintain accurate, thorough and confidential records and provide a place to store such records and files.
3.5 Collect relevant data and statistics for reporting, write reports, and make data-driven recommendations. Provide reports in a timely manner as requested by the Library.
3.6 Reach out to community partners, bar associations, and non-profit organizations to establish referrals for immigration services.
3.7 Compile and assess community resources and potential partnerships.
3.8 Work with Library staff to plan overall strategies for targeted New Americans Initiative programming.
3.9 Provide Library staff training on basic screening and assistance with the USCIS N-400 Application for Naturalization forms and procedures.
3.10 Participate in community-based outreach to and for the immigrant community.
3.11 Host citizenship and immigration workshops at various branch libraries throughout the City of Los Angeles.
3.12 Provide strong computer, writing and the ability to perform research on immigration issues.
3.13 Attend relevant community and library meetings, including evenings and weekends.
3.14 Provide related services at various branch libraries throughout the City of Los Angeles.
3.15 Provide services in multiple languages.

4.0 NOTICE OF AVAILABLE WORK
As stated in the Request for Qualifications for Immigration Assistance Contractors, contractors approved by the Board of Library Commissioners will be selected to compete for specific immigration assistance projects.

4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable Contractors, substantially in the form included as Attachment C.1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.

4.2 Interested Contractors will respond with a written project proposal which may include:

A. A plan responsive to the Notice of Available Work.
B. A cost estimate.
C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
D. Any additional costs for materials, travel, or subcontractors.

E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.

4.3 The Contractor will assign key personnel from the list in Section 5.0 ("Key Personnel") of this Agreement. Additional or replacement staff must be identified in the response to the Notice of Available Work and approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

4.4 The Library will select the Contractor it deems best for the specific project from the Notice of Available Work responses received. The selected Contractor will be issued a Notice to Proceed substantially in the form included as Attachment C.2 of this Agreement. The Notice to Proceed will authorize the Contractor to begin work and specify a "Not to Exceed" compensation amount. The Contractor shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Attachment C.3 of this Agreement.

4.5 The Library reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

5.0 **KEY PERSONNEL**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nasim Khansari</td>
<td>Citizenship Project Director</td>
</tr>
<tr>
<td>Aman Thind</td>
<td>Immigration Project Director</td>
</tr>
<tr>
<td>Carolyn Kim</td>
<td>ALLIP Project Director</td>
</tr>
<tr>
<td>Jessica Castellanos</td>
<td>Staff Attorney</td>
</tr>
<tr>
<td>Theresa Jung</td>
<td>ESL/Civics Coordinator</td>
</tr>
</tbody>
</table>

6.0 **PAYMENT**

The amount payable to Contractor for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through the Notice of Available Work procedures described in Section 4.0 of this Agreement prior to the commencement of any work performed at the request of the Library. The total amount of this contract shall not exceed $140,000 per fiscal year (July 1 – June 30).

The Library is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.
7.0 PAYMENT OF INVOICES

7.1 Contractor shall submit itemized invoices 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 services as detailed in Contractor's response to specific projects.

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

A. Name and Address of Contractor.
B. Name and Address of City Department being billed (Library Department).
C. Date of invoice and period covered.
D. Agreement Number or Authority Number.
E. Description of completed task(s) and amount due for task(s), including:

i. Name of personnel working on task.
ii. Hours spent on tasks and time sheet supporting charges (if applicable).
iii. Rate per hour and total amount due.
iv. Signature of duly authorized officer.
v. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. 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 Contractor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the City contract manager shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than sixty (60) days after receipt by the City.
vi. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor 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.

Invoices shall be submitted:

Los Angeles Public Library
Attention: Business Office
630 W. 5th Street
Los Angeles, CA 90071

Failure to adhere to these procedures 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.

8.0 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

9.0 **LIBRARY’S PERFORMANCE**

The Library will request immigration assistance services as needed in accordance with Section 3 of this Agreement. There is no minimum amount of services or materials guaranteed in this Agreement.

10.0 **TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The term shall begin as of the date first written above upon execution of the Agreement by the Parties hereto.

11.0 **TERMINATION**

Notwithstanding the provisions of Section 6.0 of this Agreement, either Party may terminate this Agreement on sixty (60) days written notice to the other Party. In the event of termination, Contractor shall be paid for work completed under this Agreement through the effective date of termination.
12.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other Contractors during the term of this Agreement.

13.0 OWNERSHIP

13.1 All documents and records (hereinafter collectively referred to as "documents") provided by the City to Contractor 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.

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

14.0 DISCLOSURE INFORMATION

14.1 All documents and information provided to Contractor by the City are confidential. All materials are to be considered confidential. Contractor 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. Contractor shall immediately notify City Representative identified in Section 14.0 below of any attempt by a third party to obtain access to documents or materials.

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

15.0 AMBIGUITY

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

16.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Contractor shall notify, in writing, the other Party of any changes in the following information within thirty (30) days of such change.

16.1 CONTRACTOR'S REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name:</th>
<th>Stewart Kwoh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>President and Executive Director</td>
</tr>
<tr>
<td>Party:</td>
<td>Asian Americans Advancing Justice Los Angeles</td>
</tr>
</tbody>
</table>
Address: 1145 Wilshire Blvd  
Los Angeles, CA 90071
Telephone: 213-977-7500
Fax: 213-977-7595
Email: skwoh@advancingjustice-la.org

16.2 CITY'S REPRESENTATIVE

Name: Madeleine M. Rackley
Title: Library Business Manager
Party: City of Los Angeles, Los Angeles Public Library
Address: 630 W. 5th Street  
Los Angeles, CA 90071
Telephone: (213) 228-7465
Fax: (213) 228-7449
Email: mrackley@lapl.org

Formal notices to the Library, demands and communications shall be provided to the Library's Representative with copies to the Library's Project Manager:

Name: Alicia Moguel
Title: Associate Director of Lifelong Learning
Address: 630 W. 5th Street  
Los Angeles, CA 90071
Telephone: (213) 228-7381
Fax: n/a
Email: amoguel@lapl.org

Formal notices to Contractor, demands and communications shall be provided to the Contractor's Representative with copies to the Contractor's Project Manager:

Name: Stewart Kwoh
Title: President and Executive Director
Party: Asian Americans Advancing Justice Los Angeles
Address: 1145 Wilshire Blvd  
Los Angeles, CA 90071
Telephone: 213-977-7500
Fax: 213-977-7595
Email: skwoh@advancingjustice-la.org

Formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ____________________________
BICH NGOC CAO
President
Board of Library Commissioners

By ____________________________
Stewart Kwoh
President and Executive Director
Asian Americans Advancing Justice
Los Angeles

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

ATTEST:

By ____________________________
RAQUEL BORDEN
Executive Assistant

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
INTERNATIONAL RESCUE COMMITTEE, INC.
IMMIGRATION ASSISTANCE CONTRACTOR

This Agreement dated ___________ 2017 is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “City” or "Library"), and International Rescue Committee, Inc., (hereinafter "Contractor"). Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Library seeks professional and specialized immigration consultant services on an as-needed and as-requested basis to provide professional services to meet the needs of Library patrons; and

WHEREAS, on March 9, 2017, the Board of Library Commissioners approved the issuance of a Request for Qualifications for Immigration Assistance Contractors (RFQ), which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Contractor's response to the RFQ was received on July 14, 2017, and was found responsive to the RFQ by an evaluation panel consisting of Library employees; and

WHEREAS, The Board of Library Commissioners approved the award of an Agreement to Contractor on September 28, 2017; and

WHEREAS, the Contractor's services are professional, expert and technical services to be used by the Library; and

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

WHEREAS, City desires to have Contractor provide immigration assistance services; and

WHEREAS, funds are available to compensate Contractor for materials and services in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:
1.0 DOCUMENTS

1.1 This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. This Agreement along with the Standard Provisions for City Contracts (Rev. 03/09), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Contractor's submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

C. Sample documents:
   1. Notice of Available Work
   2. Notice to Proceed
   3. Supplemental Notice to Proceed

1.2 All of the above Exhibits 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

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 As-Needed and As-Requested Immigration Assistance Contractors for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

2.1 The Agreement and the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

2.2 Contractor's submitted response to Section B.1 through B.8 of the Request for Qualifications for Immigration Assistance Contractors released on March 15, 2017 (Exhibit B).

3.0 SCOPE OF WORK

Contractor will provide the following types of immigration assistance services to the Library as requested:

3.1 Screen an individual's eligibility to establish eligibility for immigration benefits (e.g., Deferred Action for Childhood Arrivals; Asylum; U-Visas, etc.).

3.2 Provide application assistance for DACA, citizenship, or other forms of immigration relief, including fee waiver forms.
3.3 Provide individuals with an explanation of immigration options and procedures.
3.4 Maintain accurate, thorough and confidential records and provide a place to store such records and files.
3.5 Collect relevant data and statistics for reporting, write reports, and make data-driven recommendations. Provide reports in a timely manner as requested by the Library.
3.6 Reach out to community partners, bar associations, and non-profit organizations to establish referrals for immigration services.
3.7 Compile and assess community resources and potential partnerships.
3.8 Work with Library staff to plan overall strategies for targeted New Americans Initiative programming.
3.9 Provide Library staff training on basic screening and assistance with the USCIS N-400 Application for Naturalization forms and procedures.
3.10 Participate in community-based outreach to and for the immigrant community.
3.11 Host citizenship and immigration workshops at various branch libraries through-out the City of Los Angeles.
3.12 Provide strong computer, writing and the ability to perform research on immigration issues.
3.13 Attend relevant community and library meetings, including evenings and weekends.
3.14 Provide related services at various branch libraries though-out the City of Los Angeles.
3.15 Provide services in multiple languages.

4.0 NOTICE OF AVAILABLE WORK
As stated in the Request for Qualifications for Immigration Assistance Contractors, contractors approved by the Board of Library Commissioners will be selected to compete for specific immigration assistance projects.

4.1 Library, on an as-needed basis, will issue a Notice of Available Work to all applicable Contractors, substantially in the form included as Attachment C.1 of this Agreement, as soon as a specific project is selected. The Notice of Available Work will detail the requirements and information on the specific project including the objectives, deliverables and the time frame for delivering the specific project deliverables.

4.2 Interested Contractors will respond with a written project proposal which may include:

A. A plan responsive to the Notice of Available Work.

B. A cost estimate.

C. Staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
D. Any additional costs for materials, travel, or subcontractors.

E. Costs may be presented by hourly rates of assigned personnel or by overall specific project cost.

4.3 The Contractor will assign key personnel from the list in Section 5.0 ("Key Personnel") of this Agreement. Additional or replacement staff must be identified in the response to the Notice of Available Work and approved in writing by the City Librarian, or designee, prior to the issuance of the Notice to Proceed.

4.4 The Library will select the Contractor it deems best for the specific project from the Notice of Available Work responses received. The selected Contractor will be issued a Notice to Proceed substantially in the form included as Attachment C.2 of this Agreement. The Notice to Proceed will authorize the Contractor to begin work and specify a "Not to Exceed" compensation amount. The Contractor shall complete the work within the timeframe indicated on the Notice to Proceed. Any revisions to compensation or timeframe must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed substantially in the form included as Attachment C.3 of this Agreement.

4.5 The Library reserves the right not to issue and/or cancel any Notice of Available Work or a Notice to Proceed.

5.0 KEY PERSONNEL

Melissa Chua Director, Immigration, US Programs
Biljana Debojovic Program Coordinator, Immigration
Hilaret Zaroukian Immigration Coordinator
Kimberly Protzel Immigration Caseworker
Aleen Mankarjan Immigration Caseworker
Josue Guerrero Immigration Caseworker
Jonathan Proano Citizenship & Financial Capability Coordinator

6.0 PAYMENT

The amount payable to Contractor for services and materials during the term of this Agreement shall be as proposed on a case-by-case basis and agreed upon in writing by both Parties through the Notice of Available Work procedures described in Section 4.0 of this Agreement prior to the commencement of any work performed at the request of the Library. The total amount of this contract shall not exceed $140,000 per fiscal year (July 1 – June 30).

The Library is not obligated to issue any Notice of Available Work against this Agreement and no amount of compensation is guaranteed.
7.0 PAYMENT OF INVOICES

7.1 Contractor shall submit itemized invoices 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 services as detailed in Contractor's response to specific projects.

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

A. Name and Address of Contractor.
B. Name and Address of City Department being billed (Library Department).
C. Date of invoice and period covered.
D. Agreement Number or Authority Number.
E. Description of completed task(s) and amount due for task(s), including:

i. Name of personnel working on task.

ii. Hours spent on tasks and time sheet supporting charges (if applicable).

iii. Rate per hour and total amount due.

iv. Signature of duly authorized officer.

v. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. 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 Contractor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Project Manager listed in Section 14.0. If invoice is insufficient or unsatisfactory, the City contract manager shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than sixty (60) days after receipt by the City.
vi. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor 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.

Invoices shall be submitted:

Los Angeles Public Library
Attention: Business Office
630 W. 5th Street
Los Angeles, CA 90071

Failure to adhere to these procedures 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.

8.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification requirements of this Agreement are as provided in the Request for Immigration Assistance Contractors (Exhibit A). Proof of Insurance shall be as required and as applicable and required by the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit A).

9.0 LIBRARY'S PERFORMANCE

The Library will request immigration assistance services as needed in accordance with Section 3 of this Agreement. There is no minimum amount of services or materials guaranteed in this Agreement.

10.0 TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years. The term shall begin as of the date first written above upon execution of the Agreement by the Parties hereto.

11.0 TERMINATION

Notwithstanding the provisions of Section 6.0 of this Agreement, either Party may terminate this Agreement on sixty (60) days written notice to the other Party. In the event of termination, Contractor shall be paid for work completed under this Agreement through the effective date of termination.
12.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other Contractors during the term of this Agreement.

13.0 OWNERSHIP

13.1 All documents and records (hereinafter collectively referred to as "documents") provided by the City to Contractor 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.

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

14.0 DISCLOSURE INFORMATION

14.1 All documents and information provided to Contractor by the City are confidential. All materials are to be considered confidential. Contractor 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. Contractor shall immediately notify City Representative identified in Section 14.0 below of any attempt by a third party to obtain access to documents or materials.

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

15.0 AMBIGUITY

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

16.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Contractor shall notify, in writing, the other Party of any changes in the following information within thirty (30) days of such change.

16.1 CONTRACTOR'S REPRESENTATIVE

| Name:      | Martin Zogg          |
| Title:     | Executive Director   |
| Party:     | International Rescue Committee, LLC |
| Address:   | 625 N. Maryland Avenue |
Glendale, CA 91206

Telephone: 818-550-6220 / 818-937-2860
Fax: 818-550-6277
Email: martin.zogg@rescue.org

16.2 CITY’S REPRESENTATIVE

Name: Madeleine M. Rackley
Title: Library Business Manager
Party: City of Los Angeles, Los Angeles Public Library
Address: 630 W. 5th Street
Los Angeles, CA 90071

Telephone: (213) 228-7465
Fax: (213) 228-7449
Email: mrackley@lapl.org

Formal notices to the Library, demands and communications shall be provided to the Library’s Representative with copies to the Library’s Project Manager:

Name: Alicia Moguel
Title: Associate Director of Lifelong Learning
Address: 630 W. 5th Street
Los Angeles, CA 90071

Telephone: (213) 228-7381
Fax: n/a
Email: amoguel@lapl.org

Formal notices to Contractor, demands and communications shall be provided to the Contractor’s Representative with copies to the Contractor’s Project Manager:

Name: Biljana Debovogic
Title: Immigration Program Coordinator
Party: International Rescue Committee, LLC
Address: 625 N. Maryland Avenue
Glendale, CA 91206

Telephone: 818-550-6220 / 818-937-2867
Fax: 818-550-6277
Email: biljana.debovogic@rescue.org

Formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ____________________________
BICH NGOC CAO
President
Board of Library Commissioners

Date ____________________________

By ____________________________
MARTIN ZOGG
Executive Director
International Rescue Committee, LLC

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

Date ____________________________

By ____________________________
RAQUEL BORDEN
Executive Assistant

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

October 12, 2017

SUBJECT

There are no items pending.

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