AGENDA
*Revised*

Board of Library Commissioners
City of Los Angeles

Thursday, November 8, 2018

CENTRAL LIBRARY
Board Room, 4th Floor
630 W. 5th Street
Los Angeles, CA 90071

TIME: 11:00 A.M.

Agenda: In compliance with Government Code Section 54957.5, you may view the agenda its attachments at the Information Desk of the Central Library and online at 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 of the Central Library and provided at the Board Meeting.

1. Roll Call

2. Approval of Minutes:
   (Only Board Members who were in attendance are eligible to vote, unless any other Commissioners not in attendance have reviewed the audio recording and/or transcript of the meeting.)
   - Minutes of the Regular Meeting – July 12, 2018
     (Only Board Members Cao and Salinas are eligible to vote)
   - Minutes of the Regular Meeting – August 23, 2018
     (Only Board Members Cao, Lassiter and Salinas are eligible to vote)

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

4. City Librarian’s Comments and Announcements

5. City Librarian’s Reports

   a. Recommendation to accept the following gifts:
      (EXHIBIT “A”)
      - $7,000 From the Friends of the Platt Library for the benefit of the Platt Branch Library
Exhibit A (Continued)

- $6,000 From the Friends of West Los Angeles for the benefit of the Westwood Branch Library
- $2,250 From the Friends of the Woodland Hills Library for the Benefit of the Woodland Hills Branch Library

b. Recommendation to accept California Library Literacy Services Baseline Grant of $18,000 for the Los Angeles Public Library’s Adult Literacy Services for Fiscal Year 2018/19 (EXHIBIT “B”)

Board Discussion

c. Recommendation to approve the addition of Teleconference Meetings into Appendix A of the Board Policies and Practices (EXHIBIT “C”)

d. Recommendation to approve an agreement between the Los Angeles Public Library and the Pacific Palisades Library Association, Inc. for capital improvements, operation and joint use of improvements made to the Palisades Branch Library (EXHIBIT “D”)

e. Recommendation to approve Supplemental Agreement No. 1 to Contract No. 728 with The Library Corporation (TLC) for the Library’s Integrated Automated Library System (EXHIBIT “E”)

f. Recommendation to approve award of contracts for acquisition of library materials and services to Baker & Taylor, LLC; Brodart, Children’s Plus, Ingram, and Midwest Tapes (EXHIBIT “F”)

g. Recommendation to approve an agreement with Turning West, Inc., to provide professional consultant services to assist library staff in developing training guidelines and identifying resources for dealing with persons with mental health issues (EXHIBIT “G”)

h. Recommendation to approve award of contracts to the following pre-qualified marketing and public relations firms to provide marketing and public relations consultant services to the Library:

1. BROADTHINK
2. CMC, Inc.
3. Evitarus, Inc.
4. Golin/Harris Communications, Inc.
5. Hershey Cause Communications
6. House 47, LLC
7. McGregor Shott, Inc.
8. M. Checkowski Unlimited
9. Perceptiv, Inc.
10. Rogers Finn Partners
11. Tivevan, LLC
12. Trailer Park, Inc.
13. WeAreGiants, LLC
14. Wicked Bionic, LLC
15. Yes Design Group
16. Zeesman Communications, Inc.
**Board Discussion (Cont.)**

i. Recommendation to approve Library Department Proposed Budget for Fiscal Year 2019-20, totaling $193,931,086 (EXHIBIT “I”)

6. **Presentation:** None

7. **Various Communications:** None

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

   a) January – June 2019 Board Meeting Schedule
   b) Election of Officers 2018-19

9. **Adjournment**

   **NEXT BOARD MEETING NOTICE**

   The next Regular Meeting of the Board is scheduled for Thursday, **December 13, 2018**, at the **Central Library**, Board Room, 4th Floor, 630 W. Fifth Street, CA 90071, convening at **11:00 A.M.**

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

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**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. Sign language interpreters, communication access real-time transcription (CART), assistive listening devices or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For Sign Language Interpreters is strongly recommended to make the request five (5) or more business days prior to the meeting. For additional information, please contact the Board Office at (213) 228-7530.

**Rules of Decorum:** Persons addressing the Commission shall not 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. The Presiding Officer has the authority to issue a warning to a person violating the Rules. 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 failing to leave after being ordered to do so by the Presiding Officer and who willfully resists, delays or obstructs removal by the Sergeant-at-Arms, may be subject to arrest for violation of the Penal Code or Los Angeles Municipal Code. (rev.11/2018)

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

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

**POSTED:** 11/6/18
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

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 resolutions:

RESOLVED, That a gift of $7,000 received from the Friends of the Platt Library for the benefit of 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. This gift of $7,000 will be used to purchase library materials for the Platt Branch Library.

2. A letter of thanks should be sent to:

   Linda Giacopuzzi, President
   Friends of the Platt Library
   23600 Victory Blvd
   Woodland Hills, CA 91367-1349

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

November 8, 2018

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF WEST LOS ANGELES

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $6,000 received from the Friends of West Los Angeles for donation to the Westwood 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 West Los Angeles, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of $6,000 will be used to purchase library materials for the Westwood Branch Library.

2. A letter of thanks should be sent to:

   Michael Eveloff, President
   Friends of West Los Angeles
   10940 Wilshire Blvd., Suite 2000
   Los Angeles, CA 90024

Prepared by: Erika Thibault, Western Area Manager
Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 8, 2018

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE WOODLAND HILLS LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $2,250 received from the Friends of the Woodland Hills Library for the benefit of the Woodland Hills Branch Library be accepted; and deposited in Trust Fund 831, Account 257; and

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

FINDINGS:

1. The gift of $2,250 is for the "Hot Off The Press" Bestseller Program.

2. A letter of thanks should be sent to:

Myrna Gordon, President
Friends of the Woodland Hills Library
22200 Ventura Blvd
Woodland Hills, CA 91364-1517

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

November 8, 2018

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

SUBJECT: ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) BASELINE GRANT OF $18,000 FOR FISCAL YEAR 2018/19

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That the Board of Library Commissioners accepts the California Library Literacy Services (CLLS) baseline grant of $18,000 for the Los Angeles Public Library’s Adult Literacy Services for Fiscal Year 2018/19; and

FURTHER RESOLVED, That the funds be deposited in Trust Fund 419, Account 345.

FINDINGS:

1. On August 15, 2018, the California State Library announced that the Los Angeles Public Library (LAPL) Adult Literacy Service program grant application was accepted and was eligible for a baseline $18,000 grant. LAPL and the Library Foundation of Los Angeles provide matching funds to make us eligible for this grant.

2. The remainder of our 2018/19 CLLS award will be determined by applying a CLLS formula. The formula will include the amount of local dollars expended by the LAPL and the LFLA on Adult Literacy Services in 2017/18 added to a per capita amount based on the 920 adult learners enrolled for tutoring in the Adult Literacy Services program by the Los Angeles Public Library in 2017/18. The amount of the remaining award will be revealed over the next two months.

3. These funds must be accepted by the Board of Library Commissioners to activate this award.

4. These funds will be used for purchasing adult literacy textbooks, workbooks, fiction and nonfiction reading material (general interest and parenting, education and workforce development titles), and nonfiction audio visual materials. Funding will also support training for the 500-700 volunteer tutors and teachers we anticipate partnering with in 2018/19.

Prepared by: Kelly Tyler, Senior Librarian, Office of Education and Literacy

Reviewed by: Alicia Moguel, Principal Librarian, Department of Lifelong Learning
Susan Broman, Assistant City Librarian
November 8, 2018

LIBRARY RESOLUTION NO. 2018-XXX

RESOLVED, That the Board of Library Commissioners accepts the California Library Literacy Services (CLLS) baseline grant of $18,000 for the Los Angeles Public Library’s Adult Literacy Services for Fiscal Year 2018/19; and

FURTHER RESOLVED, That the funds be deposited in Trust Fund 419, Account 330.

This is a true copy:

Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:
AGENDA
*Revised*

Board of Library Commissioners
City of Los Angeles

Thursday, November 8, 2018

CENTRAL LIBRARY
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   (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 may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. City Librarian’s Comments and Announcements

5. City Librarian’s Reports
   Consent Items

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”)
      
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Exhibit A (Continued)

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Board Discussion

c. Recommendation to approve the addition of Teleconference Meetings into Appendix A of the Board Policies and Practices (EXHIBIT “C”)

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14. Wicked Bionic, LLC
15. Yes Design Group
16. Zeesman Communications, Inc.
Board Discussion (Cont.)

i. Recommendation to approve Library Department Proposed Budget for Fiscal Year 2019-20, totaling $193,931,086 (EXHIBIT “I”)

6. Presentation: None

7. Various Communications: None

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

   a) January – June 2019 Board Meeting Schedule
   b) Election of Officers 2018-19

9. Adjournment

   NEXT BOARD MEETING NOTICE

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

POSTED: 11/6/18
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: REVISIONS TO APPENDIX A - BOARD POLICIES AND PRACTICES TO INCLUDE TELECONFERENCE MEETINGS, CPRA REQUIREMENTS AND TECHNICAL CORRECTIONS AS NEEDED

A. RECOMMENDATIONS:

That the Board of Library Commissioners:

1. Approve the recommended revisions to Appendix A of the General Operating Policies and Practices Adopted on April 17, 1974, to include policies and procedures to conduct teleconference meetings by the Board that are consistent with the requirements of the California Public Records Act. A copy of the proposed Revised Appendix A is attached to this Board Report for the Board’s review and consideration.

2. Authorize the Board Secretary to make technical corrections as needed to the Revised Appendix A; and

3. Authorize the City Librarian, Board Secretary and Administrative Staff to implement the Revised Appendix A upon adoption of the Board Resolution; and

4. Adopt the attached Resolution and the Revised Appendix A - General Operating Policies and Practices by this action.

B. FINDINGS:

1. On July 12, 2018, the Board of Library Commissioners discussed alternative options for participating in Board Meetings. Deputy City Attorney Arietta Maria Brimsey advised the Board on the requirements under the California Government Code Section 54953 et seq. of the Brown Act, which would need to be incorporated and adopted into the Board of Library Commissioners Operating Policies and Practices in order for the Board to proceed with alternative options such as teleconferencing.
2. On July 12, 2018, staff informed the Board that the Library has the equipment necessary to conduct teleconferencing meetings.

3. On July 12, 2018, the Board requested that staff look into the requirements and practices for conducting board meetings via teleconference and come back with recommendations.

Prepared by: Raquel M. Borden, Commission Executive Asst. II

Reviewed by: Susan Broman, Assistant City Librarian
Arletta Maria Brimsey, Deputy City Attorney
LIBRARY RESOLUTION NO. 2018-XX

WHEREAS, the Board of Library Commissioners establishes, updates and revises its General Operating Policies and Practices under which the Board shall operate in carrying out its duties and responsibilities as required by the City Charter of the City of Los Angeles (Los Angeles City Charter Sections 530-535); and

WHEREAS, on July 12, 2018, the Board of Library Commissioners discussed the option of teleconferencing as an alternative for participating in Board Meetings. The Deputy City Attorney informed the Board on the requirements for teleconferencing by the California Government Code Section 54953 et seq. of the Brown Act that will need to be incorporated and adopted into the Board of Library Commissioners Operating Policies and Practices; and

WHEREAS, Los Angeles Public Library staff recommends revising Appendix A of the General Operating Policies and Practices adopted by the Board of Library Commissioners on April 17, 1974 to include the addition of policies and procedures for teleconference meetings by the Board that are consistent with the requirements of the California Government Code Section 54953 et seq. of the Brown Act and California Public Records Act:

THEREFORE, RESOLVED, that the Board of Library Commissioners adopt the Revised Appendix A of the General Operating Policies and Practices to include the addition of policies and procedures for teleconference meetings by the Board, and to include policies and procedures that are consistent with the requirements of the California Public Records Act; and

FURTHER RESOLVED, that the Board of Library Commissioners authorize the Board Secretary to make technical corrections as needed to the revised Appendix A; and

FURTHER RESOLVED, authorize the City Librarian, Board Secretary and Administrative Staff to implement the Revised Appendix A upon adoption of this Board Resolution.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
APPENDIX A

A STATEMENT OF GENERAL OPERATING POLICIES AND PRACTICES
ADOPTED BY THE LOS ANGELES BOARD OF LIBRARY COMMISSIONERS

Revised X/X/2018

The Los Angeles Board of Library Commissioners (the “Board” or the “Library Commission”) operates under the provisions of the Charter of the City of Los Angeles. The Library Commission is responsible for the "control and management" of the Los Angeles Library Department (the “Library Department”), which in turn is responsible for all libraries, branch libraries and reading rooms in the City.

The Los Angeles Public Library is one of the City's most important cultural and educational assets. The Board of Library Commissioners is dedicated to making the Library's resources available to all segments of Los Angeles' diversified population in all geographic areas of the City, and to do everything possible to encourage men, women, young adults and children to enrich their lives by utilizing the Library System.

POLICY

1. The Library Commission establishes policies for its own actions and those of Library Department staff.

2. The Library Commission establishes policies on public library services, including facilities and plans for providing services for the benefit of the citizens of Los Angeles.

3. The administration of policies promulgated by the Library Commission is delegated to the City Librarian.

4. The Library Commission adopts an annual budget and other measures necessary for the operation of the Library Department such as the Library Master Plan.

5. In its considerations, actions, and conclusions, the Library Commission operates within established laws as interpreted by the City Attorney. Whenever a question arises of concern to the Commission or staff as to legality, the matter will be referred to the City Attorney's Office. Where time is a consideration, the Commission may act upon an informal opinion from the City Attorney, with its action subject to later confirmation of the City Attorney's written opinion.

6. Outside of public meetings, Members of the Library Commission do not make commitments or agreements, real or implied, regarding policy matters. The same rule applies to such items as the awarding of contracts, purchase or sale of land, personnel matters, and the selection of Library materials.
APPENDIX A

POLICY (Cont.)

7. When a Library Commissioner has reason to believe that a matter before the Board could involve a personal conflict of interest, advice from the City Attorney should be requested.

8. Each Library Commissioner decides which invitations to public or private affairs can appropriately be accepted as a member of the Commission. Whenever possible, Commissioners should be careful to indicate when they are representing the Library Commission or the City of Los Angeles, and when they are acting as individuals.

9. Library Commissioners do not engage in any private or profitable employment or any personal business transactions in which knowledge of Commission business or membership is a primary qualification for such employment.

10. Library Commissioners do not accept free transportation or passes, gifts or other extraordinary considerations from persons, firms or institutions concerned with matters which have or might come before the Commission.

PROCEDURES

1. The Los Angeles City Charter requires the Library Commission to meet at least twice a month in a public building open to any citizen. If a member or members elect to participate by teleconference, the teleconference location(s) shall be identified in the notice and agenda of the meeting or proceeding and each teleconference location shall be accessible to the public (Cal. Govt. Code Sec. 54953(b)(3). All meetings of the Library Commission shall conform to the principles of the Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding as interpreted by the City Attorney. (Prior public notice is included in the Brown Act) (Cal. Govt. Code Sec. 54953(b)(1).

2. Currently, the Library Commission meets regularly every other Thursday at 11:00 a.m. Any change in regular meeting time, day or place, will be subject to public notice. Additional special meetings of the Library Commission also conform to the provisions of the Brown Act.

3. Library Commission meetings are normally held at the Central Library, 630 W. 5th Street, Board Room, Level 4, Los Angeles 90071. In order to provide closer contact with the citizens of the City, the Library Commission may hold meetings in any of its branch libraries or appropriate buildings accessible to the public, after giving adequate public notice of such exceptions.
APPENDIX A

PROCEDURES (Cont.)

4. The Library Commission receives reports from the City Librarian or designated staff members on issues relating to public library service and facilities and makes final decisions on all matters within the scope of its subject matter jurisdiction and legal powers as defined by the Charter of the City of Los Angeles.

5. The Library Commission provides as much time as practicable and constructive for single meetings for as long as necessary in order to reach an appropriate decision.

6. All directives or instructions from the Board concerning internal library matters are made to the City Librarian.

7. In addition to holding open meetings, the Library Commission invites those concerned with public library service to address written communications in time to permit consideration by the administrative staff, and whenever practicable by each Library Commissioner before the date scheduled for discussion and decision.

8. The Board requests that anyone wishing to make a personal appearance before the Commission send a letter to the Secretary of the Board of Library Commissioners who will then schedule a date and time for such appearance.

9. Persons appearing at Board meetings unannounced may address the Board under Public Comments on Matters Within the Board's Subject Matter Jurisdiction. However, such appearance in no way implies Board consideration of an unscheduled public matter. (Brown Act Amendments Eff. Jan. 1998)

10. A total of fifteen (15) minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. The agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location. (Cal. Govt. Code Sec. 54953(b)(3). No action or discussion shall be undertaken on any items not appearing on the posted agenda, except that members of the Board or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. (Section 54954.3). 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.

11. Meetings of the Library Commission are conducted according to the general provisions of Robert's Rules of Order, with certain exceptions noted by the City Attorney or alterations voted by the Library Commission within the scope of Charter provisions. Specific questions on parliamentary procedure are referred to the City Attorney if not resolved by Commissioners themselves.
APPENDIX A

PROCEDURES (Cont.)

12. The President presides at all Library Commission meetings. In the President's absence, the Vice President presides. If both officers are absent, the remaining members elect a presiding officer for the day. If less than three (3) members are present, there is no meeting, no minutes or discussion of items on the agenda.

13. Board Meeting Agendas for regular, special or emergency Commission meetings shall be posted in a location that is freely accessible to the public and online on the Library's website. [Cal. Govt. Code Sec. 54954.2; 54956(a) and 54956.5(b)(1)]

Agendas for regular meetings of the Library Commission are delivered must be posted/distributed 72 hours prior to the meeting for Regular meetings, 24 hours for Special Meetings and one hour for Emergency meetings. Agendas are distributed via e-mail or mail/messenger to Commissioners, Agendas are sent to Administrative staff, library agencies, Liaisons from the offices of the CAO's Office, Mayor, and City Attorney, interested citizens, representatives of labor, and to the Chairperson of the City Council Arts, Parks, Health and Humanities Committee that oversees Library matters. As a courtesy The Secretary of the Commission also often advises informs those known to be involved in a matter that is to come before the Library Commission at a stated meeting. Individuals can also sign up to receive the agenda through the City's Early Notification System (ENS).

14. Items for the Library Commission agenda must be submitted to the Board Secretary by Wednesday noon of the week preceding the Thursday meeting. The Library Commission may act in a regular meeting on an item not posted on its agenda for the meeting, if it determines by a 2/3 vote that the need for such action arose after the posting of the agenda, or, if the item was continued from a meeting of the body which occurred not more than five (5) days prior, or, if a majority determines that an emergency, as defined by State Law and Cal. Govt. Code Sec. 54956.5(a), exists.

15. The Library Commission Agenda for regular meetings always provides for the following:

1. Roll Call
2. Reading and Approval of Minutes
3. Public Comments on Matters within Board's Jurisdiction
4. City Librarian's Comments & Announcements
5. City Librarian's Board Reports
6. Presentations
7. Various Communications Report (Receive & File)
8. Announcements and Scheduling of Matters Pending and Future Agenda Items
9. Adjournment
APPENDIX A

PROCEDURES (Cont.)

16. In its conduct of public meetings and handling of public matters, the Library Commission takes cognizance of the importance to the City of a legal record which adequately and appropriately reflects its consideration and action, including a record of votes cast by name. Roll call voting is required for any meeting whereby a Board member is teleconferencing as authorized in the Ralph M. Brown Act. [California Govt. Code Section 54953(b)(2)]. The Board President shall call each member by name for each item to be voted on when conducting a teleconference meeting.

17. The Board may use teleconferencing to conduct meetings and shall comply with all requirements relating to this type of meeting as required by California Govt. Code Section 54953 and Ralph M. Brown Act.

Section 54953(b)(4) defines “teleconference” as “a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.”

There shall be a quorum of the Board participating from locations within the boundaries of the territory over which the Board exercises jurisdiction. [Section 54953(b)(3)]. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.

A. Board members wishing to participate in a Board Meeting via teleconference shall make such request two weeks prior to the meeting. The information of the teleconference location must be provided to the Board Secretary at least a week prior to the meeting to be included on the Agenda.

1) Board Members shall post the Agenda at their teleconference location upon receiving the Agenda from the Board Office in accordance with Section 54953(b)(3) and to meet the Brown Act of meeting posting requirements (i.e. seventy-two (72) hours prior to a regular meeting; twenty-four (24) hours prior to a special meeting and one (1) hour prior to an emergency meeting). [See Cal. Govt. Code Sections 54954.2; 54956(a) and 54956.5(b)(1).]

B. The Board Secretary shall prepare the agenda in accordance with Section 54953(b)(3):

1) The agendas shall be posted at all teleconference locations.
2) Each teleconference location shall be identified in the notice and agenda including a full address and room number, as may be applicable.
3) Agendas must be posted at each teleconference location, whether be a hotel room or a residence.
4) The agenda must provide an opportunity for the public to address the Library Commission directly at each teleconference location.
APPENDIX A

PROCEDURES (Cont.)

18. All Library Commission meetings will be tape recorded as completely as possible. When the Library Commission does not meet in a room where permanent recording equipment has been installed, portable equipment will be used as is practicable. Rules and procedures governing the use of tapes are stated in Board Resolution No. 1969-83 (attached).

(Delete Resolution)

LIBRARY RESOLUTION NO. 1969-83

RESOLVED, That tape recordings made of meetings of the Board of Library Commissioners be maintained and used as follows:

(1) All Library Commission meetings are to be taped as a convenient aid to the Library Commissioners, the Board Secretary, and such others as may require access to a verbatim record of Library Commission discussions.

(2) The Library Commission tapes are to be maintained by the Board Secretary, who will authorize the use of the tapes according to the rules herein outlined.

(3) Library Commissioners and interested citizens may have access to the tapes during regular office hours of the Library Commission Office. All arrangements for removal of Library Commission tapes from their appointed storage must be authorized by the Board Secretary. Use of the tapes by listeners must be under appropriate supervision, the extent of such supervision to be determined by the Board Secretary.

(4) The recordings of Commission meetings are never to be cut, spliced, erased, or in any way altered. Any damage to a tape must be reported at once to the Board Secretary.

(5) Tape recordings of Library Commission meetings will be preserved for a period of five (5) years, except as the Library Commission may otherwise instruct the Board Secretary.

(6) Anyone requesting a transcript of all or a portion of a Library Commission tape must provide a transcriber at their own expense.

(7) Anyone requesting a duplicate (i.e., taped) copy of all or a portion of a Library Commission tape will be charged the direct cost of duplication of the electronic record per Cal. Govt. Code Sec. 6253.9(a)(2).

Revised 4/2004
BROWN ACT AMENDMENTS 1998

PUBLIC RIGHTS

1. Public may comment on agenda items before or during consideration by legislative body. Time must be set aside for public to comment on any other matters under the Board's jurisdiction. (54954.3)

2. Meetings may be broadcast, audio-recorded or video recorded so long as the activity does not constitute a disruption of the proceedings. (Findings of disruption must be reasonable).

3. Public may not be asked to register or identify themselves or to pay fees in order to attend public meetings.

4. The total time allocated for public testimony may be established by the legislative body, including when that time shall be allotted during the meeting, time limits allocated on any one item, and amount of time given to each speaker. (Section 54954.3 b).

LOCATION OF MEETINGS

1. All meetings must be conducted within the boundaries of a body's jurisdiction unless it qualifies for a specific exemption. (54954)

PUBLIC RECORDS

1. Materials provided to a majority of a body which are not exempt from disclosure under the Public Records Act must be provided, upon request, to members of the public without delay.

REQUIRED NOTICES OF MEETINGS AND AGENDAS

1. REGULAR MEETINGS: Requires that agendas (calendars) for each regular meeting of the Board of Library Commissioners shall be posted at least 72 hours before the time of the meeting. Said agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting. No other (approximately 20 words in length) business may be considered except as otherwise provided by law. (Section 54954.2 added)

2. SPECIAL MEETINGS: 24 hour notice must be provided to members of legislative body and media outlets including brief description of matters to be considered or discussed.
a. Determination by a two-thirds vote that the need to take action arose subsequent to the 72-hour posting of the agenda. (The need actually arose not for reasons of scheduling, convenience, or oversight).

b. The item was posted on a calendar for a prior meeting not more that five (actual) days before the meeting and was continued from said prior meeting to the current meeting.

3. **EMERGENCY MEETINGS:** One (1) hour notice in case of work stoppage or crippling disaster. (54954.2(b))

4. **CLOSED SESSION AGENDAS:** All items to be considered in closed session must be described in the notice or agenda for the meeting. Prior to each closed session, the body must orally announce the subject matter of the closed session. If final action is taken in closed session, the body generally must report the action at the conclusion of the closed session. (54954.2, 54954.5, 54957.1, and 54957.7)

**Personnel Exemption**

To consider appointment, employment, evaluation of performance, discipline or dismissal of an employee. With respect to complaints or charges against an employee, the employee must be notified, at least 24 hours in advance, or his/her right to have the hearing conducted in public.

**Pending Litigation**

To receive advice from its legal counsel concerning existing litigation, initiating litigation or situations involving a significant exposure to litigation. (54956.9(b)) (3).

**Labor Negotiations**

To meet with its negotiator to consider labor negotiations with represented and unrepresented employees. Issues related to budgets and available funds may be considered in closed session, although final decisions concerning salaries of unrepresented employees must be made in public.

**Real Estate Negotiations**

To consider price and terms of payment in connection with the purchase, sale, exchange or lease of real property.

5. Discussion regarding appointees and elected officials must be considered in open session.
6. Report of actions during Closed Session must be made at the public meeting during which the Closed Session is held or at its next public meeting, and should include the roll call vote.

7. Keep record of Closed Sessions; but these are not available for public inspection.

8. Agendas become public records as soon as they are distributed to all Board Members.

9. Closed Session may also be held with State Conciliator who has intervened in labor relations proceedings.

10. Rules for Closed Session:

    __ Prior to any Closed Session, the general reason or reasons therefore shall be stated, and may cite statute or authority under which it is being held.

    __ Body may discuss only those matters covered in its statement.

    __ In case of special, adjourned, or continued meetings, said statement shall be made as part of the notice provided for the special, adjourned, or continued meeting.

11. Addresses the effect of and remedies for violation of the Brown Act. (Sections 54960.1 and 54960.5)

Amendments 2004

GS

2018 Proposed Revisions Draft
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 8, 2018

To: Board of Library Commissioners
From: John F. Szabo, City Librarian

Subject: REQUEST TO APPROVE AN AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND THE PACIFIC PALISADES LIBRARY ASSOCIATION, INC. FOR CAPITAL IMPROVEMENTS, OPERATION AND JOINT USE OF THE IMPROVEMENTS MADE TO THE PALISADES BRANCH LIBRARY

A. RECOMMENDATIONS

That the Board of Library Commissioners (Board):

1. Approve the attached Agreement between the Los Angeles Public Library (LAPL) and the Pacific Palisades Library Association, Inc. (PPLA) for capital improvements, operation and joint use of the improvements made to the Palisades Branch Library (Branch);

2. Authorize the City Librarian and City Attorney to make technical changes to the Agreement if necessary;

3. Authorize the City Librarian, or designee, to review and approve the final design of the capital improvements, including fixtures, furnishings, equipment and any changes to the scope of the project; and

4. Authorize the Board President to execute the Agreement; and

5. Adopt the attached Resolution regarding the Agreement between the LAPL and the PPLA for capital improvements, operation and joint use of the Palisades Branch Library.

B. FINDINGS

1. The LAPL owns, manages and controls the real property located at 861 Alma Real Drive, Pacific Palisades, CA 90272, identified as Assessor Parcel Number (APN) 4411-002-901, and known as the Palisades Branch Library. An exterior portion on the west side of the Branch, approximately 1,100 square feet, is currently landscaped and not being utilized by the LAPL for programming.
2. PPLA is a California non-profit public benefit corporation organized to support the LAPL and operates under a Memorandum of Agreement (MOA) as a “Friends of the Library.” PPLA’s purposes are to support the Branch and LAPL, make services available to the community and to foster goodwill and understanding between the community and the Branch. Under the MOA, PPLA is authorized to engage in activities that increase community awareness of the Library, provide volunteer and program support, raise funds to enhance library services of a branch, department or special service, and advocate for the financial support of the LAPL. The PPLA currently operates a bookstore under the MOA which is located on the patio of the Branch. All proceeds from this bookstore provide funding for materials and programs that the LAPL would otherwise not be able to offer.

3. PPLA proposes to donate, at no cost to LAPL, capital improvements at the Branch by adding approximately 1,100 square feet of floor area (formerly landscaped grounds on the exterior of the building) to the existing Library site. The capital improvements will replace the patio bookstore, provide an indoor space for PPLA to sell books and materials, protect PPLA bookstore books and materials from the weather, provide security for PPLA materials, and provide additional space for the Branch to use for library programs, and community, educational and special events.

4. Rick Leslie has been practicing architecture since graduating with honors from the Pratt Institute in 1970. He established his own firm, Rick Leslie Architects, in 1980. Rick Leslie Architect offers a range of services, including design development, construction documents, and coordination of the building permit process. PPLA hired Mr. Leslie to design the capital improvements at the Palisades Branch Library. The proposed design is included as Attachment B of the Agreement. Upon Board approval of the Agreement, Mr. Leslie will complete construction documents for the capital improvements and submit them to the Los Angeles Department of Building and Safety (LADBS) for review and approval through the City's plan check process.

5. In December 2016, Rick Leslie Architects submitted a Master Land Use Application to the Los Angeles Department of City Planning (DCP) to receive a determination regarding the proposed capital improvements. On April 21, 2017, DCP issued a Director’s Determination Public Benefit Project report (Case No. DIR-2016-4871-PUB) approving the capital improvements to the Palisades Branch Library with certain conditions including parking, height, lighting and noise. The Director’s Determination report provides a Categorical Exemption, ENV-2016-4872-CE, for the proposed project consistent with the provisions of the California Environmental Quality Act (CEQA) and the City CEQA Guidelines. The project does not require mitigation or monitoring measures. The Director’s Determination report is included as Attachment B of the Agreement.
6. Once the construction documents have been approved by LADBS, the City’s Department of General Services (GSD) will develop the budget, schedule and payment milestones for the construction. LAPL will work with GSD and PPLA to select contractor(s) to perform the construction. GSD will oversee the construction project.

7. PPLA has the funds and resources to pay for the design and construction of the expansion of the Branch. PPLA shall have sole responsibility for making all payments for the design and construction of the expansion based on the accomplishment of milestones established in the construction schedule. In addition, the PPLA will furnish and provide the fixtures, furniture and equipment to operate the space as a bookstore. No City funds will be used for the design and/or construction of this project.

8. LAPL will review and approve the final design of the capital improvements, including fixtures, furnishings and equipment. During the project, LAPL will review and approve any changes in the scope of the project. If LAPL does not approve the design, fixtures, furnishings, equipment or changes in the scope of the project, LAPL, PPLA and GSD agree to meet to determine a viable solution.

9. The term of the Agreement between LAPL and PPLA shall commence after the completion of the construction of the capital improvements and a Certificate of Occupancy has been issued by the City. The Agreement shall be for five (5) years with the option to renew for an additional five (5) years.

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

Attachments

Prepared by: Madeleine M. Rackley, Business Manager

Reviewed by: Susan Broman, Assistant General Manager
LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, The Los Angeles Public Library (LAPL) owns, manages and controls the real property located at 861 Alma Real Drive, Pacific Palisades, CA 90272, identified as Assessor Parcel Number (APN) 4411-002-901, and known as the Palisades Branch Library. An exterior portion on the west side of the Branch, approximately 1,100 square feet, is currently landscaped and not being utilized by the LAPL for programming; and

WHEREAS, Pacific Palisades Library Association, Inc. (PPLA) is a California non-profit public benefit corporation organized to support the LAPL and operates under a Memorandum of Agreement (MOA) as a “Friends of the Library.” PPLA’s purposes are to support the Branch and LAPL, make services available to the community and to foster goodwill and understanding between the community and the Branch. Under the MOA, PPLA is authorized to engage in activities that increase community awareness of the Library, provide volunteer and program support, raise funds to enhance library services of a branch, department or special service, and advocate for the financial support of the LAPL. The PPLA currently operates a bookstore under the MOA which is located on the patio of the Branch. All proceeds from this bookstore provide funding for materials and programs that the LAPL would otherwise not be able to offer; and

WHEREAS, PPLA proposes to donate, at no cost to LAPL, capital improvements at the Branch by adding approximately 1,100 square feet of floor area (formerly landscaped grounds on the exterior of the building) to the existing Library site. The capital improvements will replace the patio bookstore, provide an indoor space for PPLA to sell books and materials, protect PPLA bookstore books and materials from the weather, provide security for PPLA materials, and provide additional space for the Branch to use for library programs, and community, educational and special events, and

WHEREAS, PPLA has the funds and resources to pay for the design and construction of the expansion of the Branch. PPLA shall have sole responsibility for making all payments for the design and construction of the expansion based on the
accomplishment of milestones established in the construction schedule. In addition, the PPLA will furnish and provide the fixtures, furniture and equipment to operate the space as a bookstore. No City funds will be used for the design and/or construction of this project; and

WHEREAS, PPLA hired Rick Leslie of Rick Leslie Architects to design the capital improvements at the Palisades Branch Library. In December 2016, Rick Leslie Architects submitted a Master Land Use Application to the Los Angeles Department of City Planning (DCP) to receive a determination regarding the proposed capital improvements. On April 21, 2017, DCP issued a Director's Determination Public Benefit Project report (Case No. DIR-2016-4871-PUB) approving the capital improvements to the Palisades Branch Library with certain conditions including parking, height, lighting and noise. The Director's Determination report provides a Categorical Exemption, ENV-2016-4872-CE, for the proposed project consistent with the provisions of the California Environmental Quality Act (CEQA) and the City CEQA Guidelines. The project does not require mitigation or monitoring measures; and

WHEREAS, LAPL will review and approve the final design of the capital improvements, including fixtures, furnishings and equipment. During the project, LAPL will review and approve any changes in the scope of the project. If LAPL does not approve the design, fixtures, furnishings, equipment or changes in the scope of the project, LAPL, PPLA and GSD agree to meet to determine a viable solution; and

WHEREAS, The term of the Agreement between LAPL and PPLA shall commence after the completion of the construction of the capital improvements and a Certificate of Occupancy has been issued by the City. The Agreement shall be for five (5) years with the option to renew for an additional five (5) years; and

WHEREAS, The Agreement has been reviewed by the Office of the City Attorney as to form:

THEREFORE, RESOLVED, That the Board of Library Commissioners (Board) approve the Agreement between the Los Angeles Public Library (LAPL) and the Pacific Palisades Library Association, Inc. (PPLA) for capital improvements, operation and joint use of the Palisades Branch Library (Branch); and

FURTHER RESOLVED, That the Board authorize the City Librarian, or designee, to review and approve the final design of the capital improvements, including fixtures, furnishings, equipment and any changes to the scope of the project; and
FURTHER RESOLVED, That the Board authorize the City Librarian and City Attorney to make technical changes if needed to the Agreement; and

FURTHER RESOLVED, That the Board authorize the Board President to execute the contract.

This is a true copy:

---

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
THE PACIFIC PALISADES LIBRARY ASSOCIATION, INC.
FOR CAPITAL IMPROVEMENTS, OPERATION AND JOINT USE OF THE
IMPROVEMENTS MADE TO THE PALISADES BRANCH LIBRARY

THIS AGREEMENT ("Agreement") is entered into as of ________________, 2018, by
and between the City of Los Angeles, a municipal corporation, ("City") acting by and
through its Board of Library Commissioners for the Los Angeles Public Library ("Library"
or "LAPL") and the Pacific Palisades Library Association, Inc., ("PPLA") a California
nonprofit public benefit corporation, whose address is P.O. Box 2, Pacific Palisades, CA
90272, for capital improvements, operation and joint use of the improvements made to
the Palisades Branch Library ("Branch"). The City and PPLA may each be referred to
herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, LAPL owns, manages and controls the real property located at
861 Alma Real Drive, Pacific Palisades, CA 90272, identified as Assessor Parcel Number
(APN) 4411-002-901 and known as the Palisades Branch Library; and

WHEREAS, An exterior portion on the west side of the Branch,
approximately 1,100 square feet of real property, is currently landscaped and not being
utilized by the Library for programming; and

WHEREAS, PPLA is a California non-profit benefit corporation organized
to support the LAPL and operates under a Memorandum of Agreement (MOA) as a
"Friends of the Library;" and

WHEREAS, PPLA's purposes are to support the Branch and LAPL, make
services available to the community, and foster goodwill and understanding between the
community and the Palisades Branch of the LAPL; and

WHEREAS, On March 10, 2017, PPLA entered into the MOA with the
Library which authorizes PPLA to engage in activities that increase community awareness
of the Library, provide volunteer program support, raise funds to enhance library services
of a branch, department or special service, and advocate for the financial support of the
LAPL; and

Agreement between the City of Los Angeles and the Pacific Palisades Library Association, Inc.
Page 1 of 13
WHEREAS, PPLA engages in its authorized activities using indoor and outdoor spaces at the Branch; and

WHEREAS, PPLA currently operates a bookstore under the MOA which is located on the patio of the Branch, and the proceeds from this bookstore provide funding for materials and programs that the LAPL would otherwise not be able to offer; and

WHEREAS, PPLA proposes to donate, at no cost to LAPL, capital improvements at the Branch by adding approximately 1,100 square feet of floor area (formerly landscaped grounds on the exterior of the building) to the existing Library site which will replace the patio bookstore, provide an indoor space for PPLA to sell books and materials, protect PPLA bookstore books and materials from the weather, provide security for PPLA materials, and provide additional space for the Branch to use for library programs, and community, educational and special events; and

WHEREAS, PPLA has the funds and resources to pay for the design and construction of the expansion of the Branch and shall have sole responsibility for making all payments for the design and construction of the capital improvements based on the accomplishment of milestones established in the construction schedule and upon the concurrence of the Parties; and

WHEREAS, During the term of the Agreement LAPL will have the right to joint use of the new interior space for the benefit of LAPL and the public by providing space for Library purposes such as programs and community, educational and special events; and

WHEREAS, PPLA will, at no cost to LAPL, furnish and provide the fixtures, furniture, and equipment needed to operate the space as a bookstore for the benefit of the LAPL; and

WHEREAS, LAPL will own the donated capital improvements and all fixtures, furniture and equipment, and PPLA will have a joint right to use the capital improvements, fixtures, furniture and equipment during the term of the Agreement; and

WHEREAS, Once the capital improvements have been constructed, PPLA shall not make any alterations in the Branch without written consent of the City Librarian or designee; and

WHEREAS, Rick Leslie has been practicing architecture since graduating with honors from the Pratt Institute in 1970 and established his own firm, Rick Leslie Architects, in 1980; and Rick Leslie Architects offers a range of services, including design development, construction documents, and coordination of the building permit process; and
WHEREAS, PPLA hired Rick Leslie of Rick Leslie Architects to design the capital improvements at the Palisades Branch Library; and

WHEREAS, Wade Killefer of Killefer Flammang Architects, the architects who designed the Palisades Branch Library, states that he supports the proposed capital improvements; and

WHEREAS, In December 2016, Rick Leslie Architects submitted a Master Land Use Application to the Los Angeles Department of City Planning (DCP) to receive a determination regarding the proposed capital improvements; and

WHEREAS, On April 21, 2017, DCP issued a Director’s Determination Public Benefit Project report (Case No. DIR-2016-4871-PUB) approving the capital improvements to the Palisades Branch Library with certain conditions; and

WHEREAS, The Director’s Determination report provides a Categorical Exemption, ENV-2016-4872-CE, for the proposed project consistent with the provisions of the California Environmental Quality Act (CEQA) and the City CEQA Guidelines; the project does not require mitigation or monitoring measures; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all Library sites, and on _____________, 2018, the Board of Library Commissioners approved the donation of capital improvements by PPLA at the Palisades Branch Library that includes the design of the capital improvements and the operation and joint use of the improvements made to the Palisades Branch Library with PPLA (Board Resolution No. 2018-XX) subject to the terms and conditions of this Agreement:

NOW THEREFORE, The Parties hereby agree to the following terms and conditions for the capital improvements, operation and joint use of the 1,100 square feet of Library-owned property at the Pacific Palisades Branch Library as further described herein.

SECTION 1 – PURPOSE AND PERMITTED USE

A. The purpose of this Agreement is to accept a donation from PPLA of capital improvements at the Palisades Branch Library which will convert approximately 1,100 square feet of landscaped grounds on the exterior of the building into usable interior space, authorize PPLA to operate a bookstore in the new interior space and provide for the joint use of the new space by PPLA and LAPL for programs and for educational and community activities and events.
B. PPLA currently operates a bookstore located on the exterior of the Branch on a small patio. The proposed capital improvements will replace the patio location and will increase the amount of space available for PPLA to sell books and materials. The capital improvements will also protect bookstore materials from the weather and will provide more security for the books and materials. The PPLA uses proceeds from sales in the bookstore to provide materials and programs that the Branch would otherwise not be able to offer. Once the capital improvements are constructed, the Parties agree that PPLA will operate the space as a bookstore to benefit the LAPL. In addition, the Parties agree to the joint use of the capital improvements by LAPL for space for Library purposes such as programs and community, educational and special events.

C. LAPL will own the donated capital improvements and all fixtures, furniture and equipment. Pursuant to City Charter Section 534, the Board of Library Commissioners has “full control over all library sites.” Library reserves its right to exercise “full control over” the capital improvements, which rights include, but are not limited to, the right to sell, lease, transfer, pledge, hypothecate or revoke any use of capital improvements if determined by LAPL in its sole discretion to be in the best interest of LAPL and the public. Accordingly, by entering into this Agreement, the capital improvements will not be transferred to, owned, encumbered in any way or controlled by PPLA. (Emphasis added.) If PPLA uses the Premises in any way that is not consistent with the terms of this Agreement, Library reserves the right to terminate this Agreement and revoke PPLA’s use thereunder.

D. No rental fee will be paid by PPLA to LAPL for the use of the capital improvements and operation of the bookstore as the donated capital improvements will be the consideration for this Agreement. LAPL will pay for utilities, custodial services and maintenance of the capital improvements during the term of this Agreement.

SECTION 2 – DESCRIPTION OF PREMISES

A. The area that will be the subject of the capital improvements will be referred to hereinafter as the “Premises” and shall consist of approximately 1,100 square feet of real property located on the west side of the Palisades Branch Library property at 861 Alma Real Drive, Pacific Palisades, CA 90272. The Premises is currently landscaped with trees, bushes, plants, and ground cover. A map with an aerial view of the Palisades Branch Library is attached hereto and incorporated herein by reference as Attachment A: Palisades Branch Library Parcel Map – Aerial View. The area of the Premises is outlined in red.
SECTION 3 – TERM

A. The term of this Agreement shall commence after the completion of the construction of the capital improvements on Premises and a Certificate of Occupancy has been issued by the City.

B. Once the Certificate of Occupancy has been issued, and upon full execution and attestation of the Agreement, the term of the Agreement shall be for a period of five (5) years from the date of attestation with the option to renew for an additional five (5) years.

C. Either of the Parties may terminate this Agreement without cause by providing the other Party with thirty (30) days' formal written notification of its intent to terminate, served on a representative of the other Party identified in Section 5 of this Agreement by certified mail.

SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Pacific Palisades Library Association

1. Design and Construction of the Premises: PPLA shall, at its sole cost and expense, pay for the design and construction of the proposed capital improvements of the Palisades Branch Library on the Premises to be used as a bookstore and jointly used by LAPL for programs and community and educational events. PPLA shall provide the LAPL and City with the necessary design and construction documents to hire a contractor to construct the capital improvements. PPLA shall, at its sole cost and expense, furnish and provide any fixtures, infrastructure, furniture, and any other necessary amenities and equipment to conduct the Purpose and Permitted Use on the Premises as described in Section 1 above. PPLA shall designate at least one representative to participate in the design and construction meetings.

a. Funding for the Construction of the Capital Improvements on the Premises: PPLA shall provide LAPL with account information acceptable to LAPL demonstrating that sufficient funds are available for the full amount of the construction costs for the capital improvements on the Premises. No City funds will be used for the design and/or construction of this project.

b. Construction Documents: The PPLA architect will submit construction documents for the capital improvements on the Premises to the Los Angeles Department of Building and Safety (LADBS) for review and
approval through the City’s plan check process. Once the construction
documents have been approved by LADBS, the Department of General
Services (GSD) will develop the budget and schedule for the construction
of the capital improvements.

c. **Selection of Contractor:** PPLA shall participate in the review and selection
of the contractor(s) who will construct the capital improvements on the
Premises.

d. **Payments for Construction:** PPLA shall have sole responsibility for making
all payments for the design and construction of the capital improvements on
the Premises. Payments shall be based on the accomplishment of
milestones established in the construction schedule and upon the
concurrence of the Parties. During the development of the construction
schedule, LAPL and PPLA will determine the mechanism for making the
project payments to the City.

e. **Approval of Design, Fixtures, Furnishings, Equipment and Changes to
Scope:** PPLA will provide the final design of the Premises, including fixtures,
furnishings and equipment, to the LAPL for review and approval. During the
project, PPLA and GSD will submit any changes in the scope of the project
to LAPL for review and approval. If LAPL does not approve the design,
fixtures, furnishings, equipment, or changes in the scope of the project, the
Parties and GSD agree to meet to determine a viable solution.

2. **Operation of the Premises:** See Section 1 – Purpose and Permitted Use of this
Agreement. In addition, refer to Section 7.c. Use of Library Facilities in the MOA
attached hereto and incorporated herein by reference as Attachment C:
Memorandum of Agreement Between the City of Los Angeles and the Pacific
Palisades Library Association, Inc.

a. **Security:** PPLA and LAPL shall have joint responsibility for securing entry
to the Premises from the Library building.

b. **Alterations:** PPLA shall not make any alterations to the Premises without
written consent of the City Librarian or designee.

c. **Damage to Premises:** See Section 7 Indemnification and Insurance of this
Agreement.

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

e. **Hours of Operation:** The PPLA and the Branch Manager shall agree in writing to the hours of operation of the book store in the Premises which will not exceed the operating hours of the Branch. In addition, use of the Premises by PPLA shall not interfere with Library programming, events or activities. To use the Premises when the Branch is closed, PPLA will schedule that time with the Branch Manager to ensure that adequate security is provided. The PPLA agrees to keep the Premises locked when the room is not in use.

f. **Emergencies:** PPLA shall call 9-1-1 or notify Branch staff in the event of an emergency in the Premises.

g. **Compliance with Laws:** PPLA shall not conduct any unlawful activities on or from the Premises. PPLA, at their sole expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules, including but not limited to and to the extent applicable, the Standard Provisions for City Contracts (Rev. 10/17) [v. 3], and orders with respect to the Premises including, without limitation, the Americans with Disabilities Act ("ADA") and regulations promulgated in connection therewith (the ADA). The Standard Provisions for City Contracts (Rev. 10/17) [v. 3] are attached hereto and incorporated herein by reference as Attachment E: Standard Provisions for City Contracts (Rev 10/17)[v.3].

h. **Signage:** If signage is required, PPLA shall, at its sole cost and expense, provide identity signage which shall be submitted to and reviewed for approval by LAPL. Any signage installed on the Premises shall comply with the direction provided by LAPL, rules and regulations of the City, not obscure existing Library signage, and be approved in writing by the City Librarian.

i. **Point of Contact:** PPLA shall designate a point of contact regarding operation of the Premises to the Branch Manager.

**B. Los Angeles Public Library**

1. **Design and Construction of the Premises**

a. **Approval of the Project:** The proposed capital improvements to the Premises at the Palisades Branch Library, including the design and use of the Premises, shall be approved by the Board of Library Commissioners Agreement between the City of Los Angeles and the Pacific Palisades Library Association, Inc.
(Board) prior to any construction. If the Board does not approve the proposed capital improvements, the LAPL will not be liable for any costs or expenses incurred by PPLA or their architects. In addition, if the Board does not approve the project, the construction will not take place. The City Librarian, or designee, shall designate a point of contact to administer the Agreement.

b. Approval of Design, Fixtures, Furnishings, Equipment and Changes to Scope: LAPL will review and provide written approval for the final design of the Premises, including fixtures, furnishings and equipment, to PPLA and GSD. During the project, LAPL will review and provide written approval to any changes in the scope of the project to PPLA and GSD. If the LAPL does not approve the design, fixtures, furnishings, equipment or changes in the scope of the project, the Parties and GSD agree to meet to determine a viable solution.

c. Construction of Improvements: GSD will manage the construction of the capital improvements on the Premises. LAPL will work with GSD and PPLA to select contractor(s) to perform the construction. The contractor(s) will obtain all necessary City permits, approvals and City required insurance and will complete the work in a timely, good and workmanlike manner consistent with the approved documents. The selected contractor(s) shall comply with the Conditions of Approval prepared by Los Angeles Department of City Planning in their Director’s Determination report (Case No. DIR-2016-4871-PUB), attached hereto and incorporated herein as Attachment E: Department of City Planning Director’s Determination Report (Case No. DIR-2016-4871-PUB). Attachment B also includes the proposed design of the Premises. Permanent improvements may not be removed by PPLA upon termination of this Agreement and must remain at the Premises. In the event PPLA is permitted to remove any improvements upon termination of this Agreement, PPLA agrees to repair at its sole cost and expense any damage caused to the Premises by such removal. Any further alterations must similarly be approved by LAPL in writing prior to the commencement of any work. The City Librarian, or designee, shall designate LAPL representatives to participate in Premises design and construction meetings.

2. Operation of the Premises: See Section 1 – Purpose and Permitted Use of this Agreement. In addition, refer to Section 7.c. Use of Library Facilities in the MOA attached hereto and incorporated herein by reference as Attachment C: Memorandum of Agreement Between the City of Los Angeles and the Pacific Palisades Library Association, Inc.
a. Security: PPLA and LAPL shall have joint responsibility for securing entry to the Premises from the Library building.

b. Utilities and Maintenance: LAPL shall be responsible for all utility, custodial services and general maintenance costs related to the Premises.

SECTION 5 – REPRESENTATIVES OF THE PARTIES

A. Los Angeles Public Library

Board of Library Commissioners
Attention: Raquel Borden, Commission Executive Assistant
630 West Fifth Street
Los Angeles, CA 90071
Telephone: (213) 228-7530

John F. Szabo, City Librarian
630 West Fifth Street
Los Angeles, CA 90071
Telephone: (213) 228-7517

Eloisa Sarao
Assistant Business Manager
630 West Fifth Street
Los Angeles, CA 90071
Telephone: (213) 228-7463

B. Pacific Palisades Library Association, Inc.

Laura Smissaert, President
Pacific Palisades Library Association
P.O. Box 2
Pacific Palisades, CA 90272
Telephone: (310) 454-1344

C. Parties shall provide each other with written notice of any name or address changes within thirty (30) calendar days of the occurrence of said name or address change.

SECTION 6 – RESOLUTION OF DISPUTES

A. Should any dispute arise involving the terms and conditions of this Agreement, the Parties agree to meet in good faith within five (5) business days to resolve such
dispute. Parties commit to dedicate the necessary time and personnel to address and resolve any and all disputes promptly while ensuring effective and efficient service is provided to the public.

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

SECTION 7 – INDEMNIFICATION AND INSURANCE

A. Except for the active negligence or willful misconduct of the LAPL, or any of its boards, officers, agents, employees, assigns and successors in interest, PPLA undertakes and agrees to defend, indemnify and hold harmless the LAPL and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the LAPL, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including PPLA's employees and agents, or damage or destruction of any property of either party hereto, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by PPLA, or their subcontractors of any tier. Rights and remedies available to the LAPL under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. These provisions shall survive expiration or termination of this Agreement. This section will apply when PPLA begins operating the bookstore in the new Premises.

B. During and after construction of the Premises, the language in the MOA between the Library and PPLA, Section 7.d. Indemnification, will continue to be in force. The MOA is attached hereto and incorporated herein by reference as Attachment C: Memorandum of Agreement Between the City of Los Angeles and the Pacific Palisades Library Association, Inc.

C. The construction documents, when they are prepared, shall include indemnification and insurance requirements, a right of entry permit granting PPLA and the contractors permission to be on Library property to construct the capital improvements.

SECTION 8 – ACCEPTANCE OF PREMISES

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

SECTION 9 – FORCE MAJEURE

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

SECTION 10 – INCORPORATION OF DOCUMENTS

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

Attachment A: Palisades Branch Library Parcel Map – Aerial View

Attachment B: Department of City Planning Director’s Determination Report (Case No. DIR-2016-4871-PUB)

Attachment C: Memorandum of Agreement Between the City of Los Angeles and the Pacific Palisades Library Association, Inc.

Attachment D: LAPL Rules of Conduct

Attachment E: Standard Provisions for City Contracts (Rev. 10/17) [v. 3]

SECTION 11 – MISCELLANEOUS

A. Any time the consent of PPLA or LAPL is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. Whenever this Agreement grants either Party the right to take action, exercise discretion,
establish rules and regulations or make other determinations, such Party shall act reasonably and in good faith.

B. This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein and is subject solely to the jurisdiction of the courts located in the County of Los Angeles in the State of California.

(Signature Page to Follow)
IN WITNESS WHEREOF, the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners for the Los Angeles Public Library, and Pacific Palisades Library Association, Inc., a California nonprofit public benefit corporation, have caused this Agreement to be executed by their duly authorized representatives and have executed this Agreement.

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

BÍCH NGỌC CAO, Board President

PACIFIC PALISADES LIBRARY ASSOCIATION, INC., a California nonprofit public benefit corporation,

LAURA SMISSAERT, President

ATTEST:

RAQUEL BORDEN, Executive Commission Assistant

APPROVED AS TO FORM:

MICHAEL N. FEUER, CITY ATTORNEY

ARLETTA MARIA BRIMSEY, Deputy City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

Agreement between the City of Los Angeles and the Pacific Palisades Library Association, Inc.
The area for the proposed capital improvements is outlined in red.
Attachment B
Department of City Planning Director’s Determination Report
(Case No. DIR-2016-4871-PUB)
DIRECTOR'S DETERMINATION
PUBLIC BENEFIT PROJECT

April 21, 2017

Owner/Applicant
City of Los Angeles
Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071

Representative
Rick Leslie and Richard Welsh
Rick Leslie Architects
15 Latimer Road
Santa Monica, CA 90402

Case No.: DIR-2016-4871-PUB
CEQA: ENV-2016-4872-CE
Location: 701, 851, 861, N. Alma Real Drive
Council District: 11 – Bonin
Neighborhood Council: None
Community Plan Area: Brentwood – Pacific Palisades
Land Use Designation: Open Space, Minimum Residential
Zone: OS-1XL, RE40-1
Legal Description: Tract: Rancho Boca de Santa Monica, Lot: Pt allotment No 2 to Francisca M. De Rios, Arb: 41 and 43

Last Day to File an Appeal: May 8, 2017

DETERMINATION

Pursuant to Los Angeles Municipal Code (LAMC) Section 14.00-B, I have reviewed the proposed project and as the designee of the Director of Planning, I hereby:

Approve an Alternative Compliance for a Public Benefit Project to allow for the expansion of a public library facility to include an addition of approximately 1,100 square feet of floor area to the existing public library, for a total floor area of approximately 12,185 square feet, with a maximum height of the addition at 12 feet and 4 inches, located on the western portion of the building.

DETERMINED based on the whole of the administrative record, that the Project is exempt from CEQA pursuant to Article III, Section 1, Class 1, Category 5 of the City of Los Angeles CEQA Guidelines, and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies.

The project approval is based upon the attached Findings, and subject to the attached Conditions of Approval:
CONDITIONS OF APPROVAL

1. **Use.** The use and development of the subject property shall be in substantial conformance with the site plan, floor plan and elevations labeled "Exhibit A", attached to the subject case file. Minor deviations may be allowed in order to comply with provisions of the Municipal code, the subject conditions, and the intent of the subject permit authorization.

2. **Floor Area.** The floor area of the addition is 1,100 square feet for a total maximum floor area of 12,185 square feet as defined by Los Angeles Department of Building and Safety.

3. **Height.** The height of the proposed addition shall be limited to a maximum of 12 feet and 4 inches consistent with "Exhibit A".

4. **Lighting.** All lighting shall be shielded and directed onto the site. No floodlighting shall be located so as to shine directly onto any adjacent residential property. This condition shall not preclude the installation of low-level security lighting.


6. **Graffiti Removal and Deterrence.** All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours of its occurrence.

7. **Noise.** The project shall comply with the City Noise Ordinance No. 161,574 and any subsequent ordinance, which prohibit the emission or creation of noise beyond certain levels at adjacent uses, unless technically infeasible.

**Administrative Conditions**

8. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.

9. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.

10. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.

11. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
12. Department of Building and Safety. The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

13. Condition Compliance. Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.

14. Expiration. In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.

15. Indemnification and Reimbursement of Litigation Costs. Applicant shall do all of the following:

(i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City’s processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.

(ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City’s processing and approval of the entitlement, including but not limited to payment of all court costs and attorney’s fees, costs of any judgments or awards against the City (including an award of attorney’s fees), damages, and/or settlement costs.

(iii) Submit an initial deposit for the City’s litigation costs to the City within 10 days’ notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney’s Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than $50,000. The City’s failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).

(iv) Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City’s interests. The City’s failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).

(v) If the City determines it necessary to protect the City’s interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.
The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney’s office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.
STAFF REPORT

Request

Pursuant to Section 14.00 B of the Los Angeles Municipal Code, an Alternative Compliance approval for a Public Benefit Project to allow for an expansion of a public library facility with an addition of 1,100 square feet of floor area with the following alternative compliances from the performance standards of LAMC Section 14.00 A.1:

- The existing library facility does not meet the 10-foot buffer requirement at some points along the front property line. The existing library facility provides on average a greater than 10-foot landscape buffer along the front property line.
- The existing library facility has one building wall sign and one monument sign located at the entrance of the site. No additional signage is proposed or allowed.
- The project is an addition of 1,100 square feet of floor area to an existing library site, which has always been an interior parcel.
- The project is an addition of 1,100 square feet of floor area to an existing library site, located on Alma Real Drive, a collector street.

Proposed Project

The expansion of a public library facility to include an addition of approximately 1,100 square feet of floor area to the existing public library, for a total floor area of approximately 12,185 square feet, with a maximum height of 12 feet and 4 inches, located on the western portion of the building.

Subject Property

Existing Land Use: Public Library Facility, Park and Recreational Center
Plan Land Use: Minimum Residential, Open Space
Existing Zone: RE40-1, OS-1XL

Surrounding Land Use and Zoning

Properties north of the subject site are zoned C2-1VL, R1P-1VL, P-1VL, and R1V1 and include uses such as a supermarket, carwash, commercial business, restaurant and a school. Properties abutting to the east and west are single-family homes in the R1V1 zone. South of the site is an open space and recreational center.

Street Classification

Alma Real Drive is a Collector Street with a designated right-of-way of 66 feet and a roadway width of 40 feet; with a concrete roadway, curb, gutter, and sidewalk.

Prior Relevant Cases

DIR-2000-1998-PUB – On November 8, 2000, the Director of Planning approved alternative compliance measures for a public benefit project in order to permit the demolition of an existing approximately 7,000 square foot Brentwood-Pacific Palisades Branch public library and a construction of a new 11,500 square foot library with at least 38 surface parking spaces.
ZA-2001-1078-ZV – On May 16, 2001, the Zoning Administrator approved a zone variance request from Sections 12.07.01-A, 12.21-Ci(g) and 12.23-B.l(c)(2) of the Los Angeles Municipal Code to permit construction of the new public library building straddling zone lines and with parking in the front yard area of the RE40-1 zoned portion of the site.

REPORTS RECEIVED

No reports from other department agencies were received during preparation of this report.

SUMMARY OF PUBLIC HEARING AND COMMUNICATIONS

Hearing

The public hearing on this matter was held at the West Los Angeles Municipal Building on Monday, March 20, 2017 at 10:00 AM.

- Present – 9 people attended
- Speakers – The applicant’s representative, Rick Leslie, presented the project and the Council Office representative, Ezra Gail, spoke in support of the project.

Summary of Public Hearing Testimony

Rick Leslie, the applicant representative, presented an overview of the project. He stated that there is no encroachment onto the rear of the property and that the neighbors were informed of the proposed project and are also aware of today’s hearing. Per the applicant representative, in regards to the project’s design, the center portion is raised to bring in lighting into the interior space. The addition will match the existing library, with an emergency exit in the rear yard. The proposed project meets the City’s parking requirements and there will be landscaping in the rear. An overgrown shrub will be removed and replaced with native planting. The access in the rear of the property will remain and no wall sconces will be placed on the addition. At the end of the hearing, the hearing officer kept the public comment period open until March 28, 2017.

Communications received

A letter was received from Pacific Palisades Community Council expressing support for the project.
FINDINGS

A. General Plan Land Use Designation: The subject property is located within the Brentwood – Pacific Palisades Community Plan area. The General Plan land use designation map designates the subject property for Open Space and Minimum Residential, with corresponding zoning of OS-1XL and RE40-1. According to ZIMAS, the site is also located in an Equine Keeping Area (ZI-2438) and within Portero Canyon (ZI-2422).

B. General Plan Text. The Brentwood – Pacific Palisades Community Plan text includes the following relevant land use objectives, policies and programs:

   Goal 7: Ensure adequate library facilities and services are provided to the area’s residents.

   Objective 7-1 To assist the City Library Department in providing adequate library service which responds to the needs of the community.

   Policy 7-1.1 Support improvements in existing libraries services as required to meet the changing needs of the Community.

   Program: Through the inclusion of this policy, the Plan supports these identified locations when the Library Department and decision-makers review locations for potential site improvements.

   Chapter IV Coordination Opportunities for Public Agencies – Library: Seek additional resources to maintain and expand library services to satisfy service demands to the Year 2010.

C. Public Benefit Findings. Pursuant to Sections 14.00 A.3 and 14.00 B.5 of the Los Angeles Municipal Code and as conditioned by this grant, the proposed project will substantially meet the purposes of the applicable performance standards set forth in Subsection A of Section 14.00.

   a) The use is conditioned to conform to the City’s noise regulations pursuant to Chapter 11 of the Municipal Code.

      Compliance. Chapter 11 of the Municipal Code prohibits unnecessary, excessive, and annoying noises because at certain levels noises are detrimental to health and welfare of the City’s citizenry. The intent of the performance standard is that noise created on site should not increase the ambient noise level (i.e., composite of noise from all sources near and far in the environment at any given time) on adjoining or abutting properties.

      Noise impacts associated with the proposed addition to the existing library are unlikely to increase the ambient noise level on adjoining or abutting properties after completion of the project. Noise in connection with project construction is required to comply with the applicable requirements of the City’s Noise Ordinance (Condition 7).

   b) There are no outdoor public telephones on the site.
Compliance. No outdoor telephones are shown on the submitted plot plan or building plans and there are no existing public telephones on the site.

c) No buildings are higher than any structure on adjoining property.

Compliance. The existing public library is a single-story structure with the height ranging from 20-feet to 29-feet. The addition is limited to a maximum of 12 feet and 4 inches. The height of the library facility and the addition is compatible with the heights of surrounding properties.

d) No guard dogs are used to patrol at night.

Compliance. The applicant/operator (City of Los Angeles Public Library) will not utilize dogs for security.

e) There is no use of barbed, razor or concertina wire.

Compliance. The applicant/operator does not utilize barbed, razor or concertina wire and has indicated no such intention.

f) Security lighting is provided in parking areas.

Compliance. No improvements are proposed to the parking areas, the approved project was conditioned to provide low-level security lighting in Case No. DIR-2000-1998-PUB.

g) Setbacks are at least as deep as required for institutions by Section 12.21 C 3.

Compliance. The project will observe all required setbacks.

h) The property is improved with a ten foot landscaped buffer along the periphery of the property which is maintained and equipped with an automatic irrigation system.

Alternative-Compliance. The existing library facility does not meet the 10-foot buffer requirement at some points along the front property line. The existing library facility provides on average a greater than 10-foot landscape buffer along the front property line.

i) Parking areas are landscaped pursuant to the requirements of Section 12.21 A 6.

Compliance. The project is a 1,100 square foot addition to an existing public library. Parking areas were required to be landscaped per the determination letter for the construction of the library in Case No. DIR-2000-1998-PUB.

j) Only one identification sign is displayed on the site and it is on the building face. The sign does not exceed 20 square feet, and does not extend more than two feet beyond the wall of the building, and does not project above the roof ridge or parapet wall (whichever is higher) of the building.

Alternative Compliance. The intent of the performance standard is to reduce sign clutter that creates visual distractions. The existing library facility has one building
wall sign and one monument sign located at the entrance of the site. No additional signage is proposed or allowed.

k) Security lighting is shielded so that the light source cannot be seen from adjacent residential properties.

Compliance. Lighting is required to be shielded and directed onto the site so as not to shine directly onto any adjacent residential property. The parking area is required to have low-level security lighting. No additional lighting is proposed.

l) All graffiti on site is removed or painted over in the same color as the surface to which it is applied within 24 hours of its occurrence.

Compliance. A graffiti removal and deterrence requirement is imposed consistent with the public benefit performance standard for graffiti abatement (Condition No. 6)

m) The use meets the parking requirements of Section 12.21 A.

Compliance. Sufficient off-street parking will be provided by compliance with applicable requirements of the Municipal Code. The 30 parking spaces in the on-site parking lot will remain.

n) The site is a corner site.

Alternative-Compliance. The project is an addition of 1,100 square feet of floor area to an existing library site, which has always been an interior parcel.

o) The majority of the frontage is on a major or secondary highway.

Alternative-Compliance. The project is an addition of 1,100 square feet of floor area to an existing library site, located on Alma Real Drive, a collector street.

p) All streets, alleys and sidewalks adjoining the property meet standard street dimensions.

Compliance. The dedications and/or improvement of streets adjoining the subject property as may be required by the City Engineer will assure compliance with the performance standard that requires all streets, alleys and sidewalks adjoining the subject property to be upgraded to City Standards.

ENVIRONMENTAL FINDING

An appropriate environmental clearance under the California Environmental Quality Act has been granted.

A Categorical Exemption, ENV-2016-4872-CE, has been prepared for the proposed project consistent with the provisions of the California Environmental Quality Act and the City CEQA Guidelines. The project proposes the expansion of a public library facility to include an addition of approximately 1,100 square feet of floor area to the existing public library. The Categorical Exemption prepared for the proposed project is appropriate pursuant to Article III, Section 1, Class 1, Category 5 of the City CEQA Guidelines and
Public Resource Code Section 15303.

The Class 1, Category 5 categorical exemption allows for additions to existing facilities. As previously discussed, the project consists of the addition of 1,100 square feet of floor area to an existing public library facility.

Furthermore, the Exceptions outlined in Public Resources Code Section 15300.2. do not apply to the project:

(a) Location. The project is not located in a sensitive environment. The proposed project is consistent with the scale and uses proximate to the area. The subject site is not located in a flood zone, liquefaction area, nor is it within a landslide area. Although the project is located within a fault zone, the project is subject to compliance with the requirements of the Building and Zoning Code that outline standards for residential construction.

(b) Cumulative Impact. The proposed addition to the existing library facility will not exceed thresholds identified for impacts to the area (i.e. traffic, noise, etc.) and will not result in significant cumulative impacts.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The proposed project consists of work typically to a residential neighborhood, no unusual circumstances are present or foreseeable.

(d) Scenic Highways. The project site is not located on or near a designated state scenic highway.

(e) Hazardous Waste Sites. The project site is not identified as a hazardous waste site or is on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. The subject site and existing structure have not been identified as a historic resource or within a historic district (SurveyLA, 2013), the project is not listed on the National or California Register of Historic Places, or identified as a Historic Cultural Monument (HCM).

Therefore, the project is determined to be categorically exempt and does not require mitigation or monitoring measures; no alternatives of the project were evaluated. An appropriate environmental clearance has been granted.

TIME LIMIT – OBSERVANCE OF CONDITIONS

All terms and conditions of the Director's Determination shall be fulfilled before the use may be established. Pursuant to LAMC Section 12.25 A.2, the instant authorization is further conditional upon the privileges being utilized within **three years** after the effective date of this determination and, if such privileges are not utilized, building permits are not issued, or substantial physical construction work is not begun within said time and carried on diligently so that building permits do not lapse, the authorization shall terminate and become void.

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then the applicant or his successor in interest may be prosecuted for violating these conditions the same as for any violation of the requirements contained in the Municipal Code, or the approval may be revoked.
Verification of condition compliance with building plans and/or building permit applications are done at the Development Services Center of the Department of City Planning at either Figueroa Plaza in Downtown Los Angeles or the Marvin Braude Constituent Service Center in the Valley. In order to assure that you receive service with a minimum amount of waiting, applicants are encouraged to schedule an appointment with the Development Services Center either by calling (213) 482-7077, (818) 374-5050, or through the Department of City Planning website at http://cityplanning.lacity.org. The applicant is further advised to notify any consultant representing you of this requirement as well.

Section 11.00 of the LAMC states in part (m): "It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Code. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code shall be guilty of a misdemeanor unless that violation or failure is declared in that section to be an infraction. An infraction shall be tried and be punishable as provided in Section 19.6 of the Penal Code and the provisions of this section. Any violation of this Code that is designated as a misdemeanor may be charged by the City Attorney as either a misdemeanor or an infraction.

Every violation of this determination is punishable as a misdemeanor unless provision is otherwise made, and shall be punishable by a fine of not more than $1,000 or by imprisonment in the County Jail for a period of not more than six months, or by both a fine and imprisonment."

TRANSFERABILITY

This determination runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent that you advise them regarding the conditions of this grant. If any portion of this approval is utilized, then all other conditions and requirements set forth herein become immediately operative and must be strictly observed.

APPEAL PERIOD - EFFECTIVE DATE

The Determination in this matter will become effective and final fifteen (15) days after the date of mailing of the Notice of Director's Determination unless an appeal there from is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of this Determination, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. Forms are available on-line at www.cityplanning.lacity.org.

Planning Department public offices are located at:

Downtown Office  
Figueroa Plaza  
201 North Figueroa Street, 4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Valley Office  
Marvin Braude Constituent Service Center  
6262 Van Nuys Boulevard, Suite 251  
Van Nuys, CA 91401  
(818) 374-5050

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedures Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section
1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

VINCENT P. BERTONI, AICP
Director of Planning

Approved by:

Reviewed by:

Reviewed by:

Reviewed by:

Debbie Lawrence, AICP, Senior City Planner

Prepared by:

Alissa Gordon, City Planning Associate
alissa.gordon@lacity.org
Attachment C
Memorandum of Agreement Between the City of Los Angeles
and the Pacific Palisades Library Association, Inc.
Memorandum of Agreement Between the City of Los Angeles and the Pacific Palisades Library Association, Inc.

This Memorandum of Agreement (MOA) is entered into as of this 7th day of October, 2016 by and between the City of Los Angeles, a municipal corporation, ("City") acting by and through its Board of Library Commissioners ("Library Commission") and the Pacific Palisades Library Association, Inc., a California non-profit public benefit corporation ("Friends") to support the Los Angeles Public Library. City, Library Commission and Friends may be referred to herein individually as a "Party" and collectively as the "Parties”.

1. The Los Angeles Public Library ("LAPL" or "Library") is a department of the City of Los Angeles under the management and control of the Library Commission. The Chief Administrative Officer of the Library is the City Librarian. The Library Commission has authorized the City Librarian to execute MOA’s between the City and Friends. *(Board Resolution No. 2005-45)*

2. The Library supports the establishment of Friends of the Library.

3. Friends organized in 1961. The group was incorporated as a California non-profit public benefit corporation on 03/06/1961.

4. Friends is governed by its Articles Of Incorporation and Bylaws. The activities and affairs of the Friends are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors, the members of which are designated, selected and elected in accordance with the Friends’ Bylaws. A copy of the Friends Articles of Incorporation and/or Bylaws are attached hereto and incorporated by reference herein to this MOA as Exhibit I.

5. Friends groups are authorized by the Library Commission by Memorandum of Agreement (MOA) to engage in activities that increase community awareness of the Library, provide volunteer and program support, raise funds to enhance library services of a branch, department or special service, and advocate for the financial support of the Los Angeles Public Library. Funds raised by Friends groups will be used to augment, not replace City funding in keeping with the policies of the Los Angeles City Council.
6. The purpose of this MOA is to establish a written agreement between the Parties that defines the respective roles, responsibilities and financial relationship between the Library and the Friends.

7. The Parties hereby agree that the understanding between them as to the respective roles, responsibilities and financial relationship is as follows:

a. **Authority to Raise Funds.** This MOA authorizes Friends to raise funds to support branch libraries, subject departments and/or special services of the LAPL.

b. **Book Sales.** The acceptance of books and other library materials shall be designated to the City Librarian or designee. Library staff will evaluate the gifts for addition to the Library collection. If the books or other library materials are not needed and withdrawn from the Library collection due to age or condition, they may be given to the Friends for book sales. Friends have approval to sell books that have been withdrawn from the Library’s collection.

c. **Use of Library Facilities.** The Library, through a permitting process, will make available to Friends the use of Library facilities. Library facilities may be used free of charge for activities that are free and open to the public, including use of the Library meeting rooms, available to Friends for carrying out its purposes at such times and under such terms and conditions as Friends and the City Librarian shall mutually agree and subject to all applicable laws, rules and regulations of the City of Los Angeles.

d. **Indemnification.** The City of Los Angeles agrees to defend, indemnify and hold harmless, Friends from loss or liability, actual or alleged, which may arise from the acts or omissions of Friends, 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 Friends for liability arising from the serving of alcohol at Friends events. When liquor is served on City property, Friends further agrees either to hire a licensed professional server who shall carry no less than $1,000,000 Liquor Liability Insurance or Friends shall carry the required coverage.

   Prior to entering into any Agreement with a club, hotel, restaurant or other private facility to serve liquor on non-City property, Friends will verify the existence of Liquor Liability Insurance as specified in this paragraph.
e. **Intellectual Property.** The Library Commission grants Friends the right to use trade names, attached hereto and incorporated by reference, as specified in Exhibit No. II, for fundraising and event promotion. Friends shall provide a sample of promotional materials prior to any event or promotion bearing a trade name, as defined in Exhibit No. II, to the City Librarian or designee for approval, which approval shall not be unreasonably withheld.

f. **Funding Needs.** The City Librarian will provide Friends with information of the Library’s needs for funding, which the Board of Directors of Friends shall take into account in determining the use of Friends’ assets.

g. **Financial Statements.** Financial statements and a list of current officers shall be provided to the City Librarian and the Library Commission on an annual basis. Any other financial data shall be provided to the Library upon request.

h. **Disposition of Assets Upon Liquidation.** Friends shall provide that upon dissolution, its net assets will be transferred to the Library with which that Friends group was affiliated for public purposes. The Articles Of Incorporation and/or Bylaws for any Friends group shall contain this language in the event of dissolution of the non-profit public benefit corporation. In the absence of such a provision in the Articles Of Incorporation and/or Bylaws the Friends agree by execution of this MOA that its net assets will be transferred to the Library upon dissolution.

i. **Incorporation.** Friends who raise annual funds in excess of $2,500 annually or maintain a cash and/or asset balance in excess of $5,000, shall be incorporated as a California non-profit public benefit corporation.

j. **Term.** The term of this Memorandum of Agreement shall be for three (3) years beginning on the date of execution.

[Signature Page Follows]
IN WITNESS WHEREOF, the Parties hereto have signed this MOA.

PACIFIC PALISADES LIBRARY ASSOCIATION, INC.
A California non-profit public benefit Corporation

By: Alice Ann Troyer
Name: Alice Ann Troyer
Title: President
Date: 9/20/2016

CITY OF LOS ANGELES
A municipal corporation, acting by and through its Board of Library Commissioners

By: John F. Szabo
Name: John F. Szabo
Title: City Librarian
Date: 9/26/2016

ATTEST:

Attest: Holly Wolcott, City

By: C-129046
Deputy

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: Arletta Maria Brimsey
Deputy City Attorney
Date: 10/7/2016
CITY OF LOS ANGELES
BOARD OF LIBRARY COMMISSIONERS AND
FRIENDS
"INTELLECTUAL PROPERTY RIGHTS"

TRADE NAMES:

1. Los Angeles Public Library
2. LAPL
3. Central Library
4. All logos ever used (whether past, present or future) by the Los Angeles Public Library
5. Names of all rooms in the Los Angeles Public Library
6. All Branch Library names
Attachment D
LAPL Rules of Conduct
Welcome to the library. We are committed to being a safe, clean, and pleasant place for reading, learning, and other library activities. Visitors are expected to comply with the following Rules of Conduct.

Library Safety and Respect

The following activities are prohibited:

1. Engaging in activities that may result in intimidation, injury, or harm to library patrons or employees.
2. Engaging in disruptive or unsafe behavior, including interfering with library employees in the performance of their duties, or obstructing, harassing, offending, annoying, or intimidating others, or entering non-public areas without authorization (California Penal code Section 602.1(b)).
3. Engaging in activities or behavior that result or may result in damage to library property, including the vandalism of restrooms, or making any attempts to damage computer equipment or alter software configurations.
4. Engaging in sexual misconduct such as indecent exposure or touching, annoying, harassing, or offending another person, or touching which constitutes assault, battery, or sexual battery. Viewing or printing illegal materials such as child pornography.
5. Bringing weapons of any kind onto library property.
6. Smoking of any type or use tobacco products, vapor or e-cigarette products in the library or on library property as described in the City Charter Section 41.50. This includes the charging of battery-powered portable electronic smoking devices.
7. Creating unnecessary noise, including the use of cell phones, pages, headsets, and other communication, audio and electronic devices which disturbs other patrons or staff.
8. Using loud, abusive, threatening, or profane language. (LAMC 63.93)
9. Staring at or following a patron or staff in a manner that reasonably can be expected to disturb him, her, or them.
10. Refusing to leave library premises at closing time or trespassing at any time.
11. Engaging in any activity prohibited by law.

Enforcement of Rules of Conduct

To preserve the peace and provide public access to library facilities, the library may suspend access to library privileges and to all libraries for persons who fail to follow the library's established Rules of Conduct. A person whose library privileges have been suspended may appeal the suspension. To request an administrative review of a suspension of privileges, submit the request in writing to: Business Office – Hearing Officer, Los Angeles Public Library, 630 W. Fifth St., Los Angeles, CA 90071 or HearingOfficer@lapl.org. This request must be made within ten (10) business days of receiving the Letter of Suspension. The written appeal will be reviewed by the Hearing Officer within thirty (30) business days of the receipt of the request for an administrative review. The decision of the Hearing Officer shall be final and not appealable. The suspension of privileges will remain in force during the review period.

The library reserves the right at all times to discharge immediately a patron who is dangerous or in any way threatening library staff or other patrons.

The Los Angeles Municipal Code Section 63.93 cites additional library regulations.

Library Spaces and Resources

The following activities are prohibited:

12. Eating, drinking, or displaying open food or liquid containers without the consent of the library building manager, except water in resealable liquid containers.
13. Sleeping in the library.
14. Using library restrooms or water fountains for bathing, shaving, or washing clothing. Loitering in the restrooms.
15. Entering the library with hygiene conditions, including, but not limited to, clothing odor, body odor, insects or pests, or with unsanitary belongings that interfere with the use and enjoyment of the library by other library patrons or with the functioning of library staff. Wearing or spraying highly scented products such as perfumes or air fresheners.
16. Entering the Library without wearing shoes and garments that cover the upper and lower torso of their bodies. Patrons may not remove shoes or garments covering their upper and lower torsos while in the library.
17. Monopolizing library space, furniture, electrical outlets, or equipment to the exclusion of other patrons or staff. Obstructing aisles, doorways, or stairs in violation of LAMC 57.33.11.
18. Panhandling, soliciting, distributing, or selling merchandise, or conducting other business transactions on library property without the written permission of the City Librarian. Petitioning outside the library must be done in accordance with the law.
19. Bringing containers, packages, briefcases, parcels, or bundles into the library which singly or collectively exceed 24" x 14" x 12". Musical instruments are allowed but must not be played without the consent of the library building manager and must not obstruct aisles or monopolize space. Items deemed unsanitary by the library building manager will not be permitted inside library buildings.
20. Bringing bicycles, shopping carts, or other large wheeled conveyances inside library buildings. Wheelchairs, strollers, and mobility devices are only permitted if being used as transportation for, or as a mobility device by, an adult or child. Skates, skateboarders, collapsible scooters, hover boards, and other similar devices must be carried while on library property. Bicycles should be stored in designated bicycle racks.
21. Bringing any animal into library facilities, except for service animals that are individually trained to do work or perform tasks for an individual with a disability in compliance with ADA (Americans with Disabilities Act) regulations. Animals that are part of a library program may be allowed in library facilities with the consent of library staff.
22. Recording, photographing, or filming persons in the library without prior consent from the library building manager and from the person(s) being recorded, photographed or filmed.
23. Leaving children under the age of eleven ("1") years old or adults requiring supervision alone and unattended in the library, except for library programming with the consent of library staff. The library is not responsible for children who are left unattended in the library or on the grounds of the library.
24. Adults using areas designated for children or teens, attending programs for children or teens, or using computers designated for children or teens without being accompanied by a child or teen or without a need to use resources in those areas. Adults unaccompanied by a child or teen may use materials or attend programs in areas designated for children or teens at the discretion of library staff.
25. Feeding birds or other wildlife animals on library property.
Bienvenido a la biblioteca.
La Biblioteca Pública de Los Ángeles se compromete a ser un lugar seguro, limpio y agradable para la lectura, el aprendizaje y otras actividades de la biblioteca. Se espera que los visitantes cumplan con las siguientes Reglas de Conducta.

Seguridad y respeto en la biblioteca

Las siguientes actividades están prohibidas:

1. Actividades que puedan resultar en intimidación, lesión o daño a los usuarios o empleados de la biblioteca.
2. Conductas disruptivas o inseguras, que incluyan interferir con los empleados de la biblioteca en el desempeño de sus funciones o obstruir el paso, acosar, ofender, molestar o intimidar a otras personas o ingresar sin autorización a áreas no destinadas para el uso del público (Código Penal de California, Artículo 602.1 (b))
3. Actividades o comportamientos que resulten o puedan resultar en daños a la propiedad de la biblioteca, incluyendo el uso de bolsas en los baños, o cualquier intento de dañar el equipo informático o alterar los configuraciones del software.
4. Conducta sexual inapropiada, tales como exposición indecente o tocar, molestar, acosar, tocar u ofender a otra persona, lo cual constituye acoso, agresión o agresión sexual. Ver o imprimir materiales ilegales tal como pornografía infantil.
5. Tratar armas de cualquier tipo a la propiedad de la biblioteca.
6. Fumar cualquier tipo de cigarrillo o usar productos de tabaco, de vapor o cigarrillos electrónicos en la biblioteca o en la propiedad de la biblioteca como se describe en la Sección 41.50 del Estatuto de la Ciudad. Esto incluye recargar las baterías los dispositivos portátiles para fumar.
7. Crear ruido innecesario, incluido el uso de teléfonos celulares, buscapersonas, audífonos y otros dispositivos de comunicación, audio y electrónicos que molesten a otros usuarios o al personal.
8. Uso de voz alta o de un lenguaje abusivo, amenazante u obsceno, (LAMC 63.93)
9. Mirar fijamente o seguir a un usuario o el personal de una manera que razonablemente pueda causar molestia a él, a ella o a ellos.
10. Negarse a abandonar las instalaciones de la biblioteca a la hora del cierre o el ingreso ilícito en cualquier momento.
11. Cualquier actividad prohibida por la ley.

Aplicación de las Reglas de Conducta

Para preservar la paz y proporcionar acceso público a las instalaciones de la biblioteca, la biblioteca podrá suspender el acceso al privilegio del uso de la biblioteca y a todas las bibliotecas a las personas que no sigan las Reglas de Conducta establecidas por la biblioteca. Una persona cuyos privilegios de uso de la biblioteca haya sido suspendidos puede apelar la suspensión. Para solicitar una revisión administrativa de una suspensión de privilegios, envíe la solicitud por escrito a: Business Office – Hearing Officer, Los Angeles Public Library, 630 W. Fifth St., Los Angeles, CA 90071 o HearingOfficer@lapl.org. Esta solicitud debe hacerse dentro de los diez (10) días hábiles posteriores a la recepción de la Carta de Suspensión. La apelación por escrito será evaluada por el Hearing Officer (Oficial de Audiencias) durante los treinta (30) días hábiles posteriores a la recepción de la solicitud de una revisión administrativa. La decisión del Oficial de Audiencias será final y no apelable. La suspensión de privilegios permanecerá en vigor durante el periodo de revisión.

La biblioteca se reserva el derecho en todo momento de expulsar de inmediato a un usuario que sea peligroso o que amesne de algún modo al personal de la biblioteca u otros usuarios.

La Sección 63.93 del Código Municipal de Los Ángeles cita regulaciones adicionales de la biblioteca.

Espacios y recursos de los bibliotecarios

Las siguientes actividades están prohibidas:

12. Comer, beber o tener alimentos o recipientes de líquidos abiertos sin el consentimiento del administrador del edificio de la biblioteca, excepto agua en recipientes con tapa.
14. Usar los baños de la biblioteca o fuentes de agua para bañarse, afeitarse o lavar la ropa. Merceder en los baños.
15. Ingresar a la biblioteca con problemas de higiene personal, que incluyan, entre otros, ropa con mal olor, mal olor corporal, insectos o plagas, o con pertenencias insalubres que interfieran con el uso y disfrute de la biblioteca por parte de otros usuarios o con el funcionamiento del personal de la biblioteca. Usar o rocar productos altamente perfumados como perfumes o ambientadores.
16. Ingresar a la biblioteca sin zapatos y sin prendas que cubran el torso superior e inferior de sus cuerpos. Los usuarios no pueden quitarse los zapatos o prendas que cubren sus pantalones superiores e inferiores en la biblioteca.
17. Monopolizar espacios, muebles, enchufes eléctricos, equipos, de manera que excluya a otros usuarios o al personal. Obstruir pasillos, puertas u escaleras en violación de LAMC 57.55.11.
18. Mendigar, abordar a usuarios para distribuir o vender mercancía, o realizar otras transacciones comerciales en la propiedad de la biblioteca sin el permiso por escrito del (la) Bibliotecario (a) de la Ciudad. Las petición fuera de la biblioteca deben hacerse de acuerdo con la ley.
19. Tratar contenedores, empaques, maleteros, cajas o paquetes a la biblioteca que individualmente o colectivamente excedan 24" x 14" x 12". Los instrumentos musicales están permitidos, pero no deben ser de música con el consentimiento del administrador del edificio de la biblioteca y no deben obstruir pasillos ni monopolizar espacios. Los artículos considerados insalubres por el administrador del edificio de la biblioteca no serán permitidos dentro de la biblioteca.
20. Tratar bicicletas, carritos de compra o vehículos de ruedas grandes dentro de la biblioteca. Las sillas de ruedas, los cojinetes instantes y los dispositivos de movilidad solo están permitidos si un adulto o niño los usan como medio de transporte o como dispositivo de movilidad. Patines, patinetas, scooters pliegables, hover boards y otros dispositivos similares no deben utilizarse en la propiedad de la biblioteca. Las bicicletas deben almacenarse en los estacionamientos para bicicletas designados.
21. Trasladar animal a las instalaciones de la biblioteca, a excepción de los animales de servicio que están capacitados individualmente para trabajar o realizar alguna tarea para una persona con discapacidad, de conformidad con las reglamentaciones de la Ley de Estadounidenses con Discapacidades (ADA). Los animales que son parte de un programa de la biblioteca pueden ser permitidos dentro de las instalaciones con el consentimiento del personal de la biblioteca.
22. Grabar, fotografiar o filmar personas en la biblioteca sin el consentimiento previo del administrador del edificio de la biblioteca y de la (la) persona (a) que se graban, fotografian o filmen.
23. Dejar solas y desatendidas a niños menores de once (11) años o adultos que requieran supervisión, excepto cuando participen en un programa de la biblioteca y con el consentimiento del personal de la biblioteca. La biblioteca no es responsable de los niños que sean dejados sin supervisión en las instalaciones de la biblioteca.
24. Que adultos-usen áreas designadas para niños o adolescentes, que asistan a programas para niños o adolescentes, o que usen computadoras designadas para el uso de niños o adolescentes sin estar acompañados por un niño o adolescente o sin la necesidad de usar recursos en esos lugares. Los adultos que no estén acompañados por un niño o adolescente podrían usar materiales o asistir a programas en áreas designadas para niños o adolescentes a discreción del personal de la biblioteca.
25. Alimentar aves u otros animales silvestres en la propiedad de la biblioteca.

Adaptado por la Junta de Comisionados de la Biblioteca el 15 de abril de 2018.

lapl.org
Attachment E

Standard Provisions for City Contracts (Rev. 10/17)[v.3]
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

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

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

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

D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.
PSC-4. **Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. **Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. **Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party’s Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR’S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. **Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.
PSC-8.  Suspension

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9.  Termination

A.  Termination for Convenience

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

B.  Termination for Breach of Contract

1.  Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY’S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY’S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY’S sole discretion, CITY may accept or reject CONTRACTOR’S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR’S breach of this Contract.

2.  If the default under this Contract is due to CONTRACTOR’S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor’s obligation to suspend performance of
services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY’S requirements.

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

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY’S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

**PSC-12. Assignment and Delegation**

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

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

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

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR’S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR’S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

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


For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY’S** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY’S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding
performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY's written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY's actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. The rights and remedies of CITY provided in this section shall not be exclusive.
and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributarily, upon any third party’s intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by CONTRACTOR or its Subcontractors under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate. CONTRACTOR hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

For all Work Products delivered to CITY that are not originated or prepared by CONTRACTOR or its Subcontractors under this Contract, CONTRACTOR shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.
PSC-22. Data Protection

A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting CONTRACTOR’S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to CITY’S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR’S customers for similar goods and services provided under this Contract.

STANDARD PROVISIONS
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PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure
the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:


B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.
PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")
shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #______________. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services,
provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR’S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
PSC-43. Confidentiality

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.
EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 10/17) [v.3] 16
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
Required Insurance and Minimum Limits

Name: Library Department  Date: 05/08/2017

Agreement/Reference: Pacific Palisades Library Association - Expansion of Palisades Branch Library

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

Limits

✓ Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

☐ Waiver of Subrogation in favor of City  ☐ Longshore & Harbor Workers

☐ Jones Act

✓ General Liability

1,000,000

☐ Products/Completed Operations

☐ Fire Legal Liability 250,000  ☐ Sexual Misconduct

☐ Liquor Liability $1,000,000

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

Professional Liability (Errors and Omissions)

Discovery Period 12 months after completion of work or date of termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage  ☐ Boiler and Machinery

☐ Flood  ☐ Builder's Risk

☐ Earthquake  ☐ Fine Arts - Cover value of exhibit

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: 1. If a contractor has no employees and decides to not cover herself/himself for worker's compensation, please complete the form entitled "Request For Waiver of Worker's Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/waivewc.pdf

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

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 8, 2018

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 728 WITH THE LIBRARY CORPORATION (TLC) FOR THE LIBRARY'S INTEGRATED AUTOMATED LIBRARY SYSTEM

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Approve Supplemental Agreement No. 1 to Contract No. 728, substantially in conformance with the attached proposed agreement with The Library Corporation (TLC), for a term of one year with two (2) one-year options to renew, to provide hardware and software licensing, maintenance for the Los Angeles Public Library's Integrated Automated Library System, provide migration to a cloud-based platform and upgrade the system's existing disaster recovery process.

2. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because during the next year, the Library plans to develop and release a Request for Proposals (RFP) for a new contract to supply hardware and software maintenance for the Library's Integrated Automated Library System to meet the on-going needs of the Library and patrons.

3. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous because during the next year, the Library plans to develop and release an RFP for a new contract to supply hardware and software maintenance for the Library's Integrated Automated Library System to meet the on-going needs of the Library and patrons.

4. Approve the following Ratification Clause which will be added to Section 6.01 ("Term") to Contract No. 728 to include the following:

"Due to the need to continue the performance of Contract No. 728 to ensure uninterrupted service to the Library and patrons, CONTRACTOR has begun performance of the services required hereunder prior to the
execution of this Supplemental Agreement No. 1 to Contract No. 728. By its execution hereof, the Board hereby accepts such service subject to all the terms, covenants, and conditions, and ratifies Supplemental Agreement No. 1 to Contract No. 728 with CONTRACTOR for such services."

5. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to Supplemental Agreement No. 1 to Contract No. 728.

6. Authorize the President of the Board of Library Commissioners to execute Supplemental Agreement No. 1 to Contract No. 728 upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

7. Adopt the attached Resolution regarding the award and execution of Supplemental Agreement No. 1 to Contract No. 728 between the Board and TLC.

B. FACTUAL SUMMARY:

1. On August 25, 2004, the Board and TLC entered into Contract No. 728 (Council File 04-0841) wherein TLC provided hardware and software licensing, maintenance, and enhancements to the Library’s Integrated Automated Library System for a period of three (3) years with seven (7) one-year renewal options which expired on August 25, 2014.

2. On September 26, 2013, the Board approved the First Amendment to Contract No. 728 (Library Resolution No. 2013-44 [C-36]) to include four (4) additional one-year renewal options. The First Amendment to Contract No. 728 was executed on August 14, 2014 and expired on August 25, 2018.

3. The Integrated Automated Library System is the backbone application for the entire library system and provides the following critically required functions for the Library:

- Basic library functions of circulation
- Bibliographic maintenance
- Acquisitions of materials
- Web renewals of materials
- Patron-placed holds
- Public access catalog
- Integration with third-party vendors for:
  - Computer reservation system
  - Self-checkout workstations
  - Automated E-mail
  - Telephonic notification to patrons
  - Provision of E-commerce
  - Collection services
4. To keep in step with current best practices of large organizations and large library systems, the Library has been working with TLC to migrate the Integrated Automated Library System to a cloud-based platform. Storing the Library data in the cloud will allow TLC to provide continuous remote server and data maintenance, and support for the Library's mission-critical system. In addition, offsite cloud storage will allow the Library to recover data more quickly and efficiently in a case of an emergency. Due to the Library's large collection and number of cardholders, moving to cloud storage has been a challenge until recently. Now the technology and ability to secure the data have improved to enable this migration.

5. Library staff desires to have TLC continue to provide hardware and software licensing and maintenance, provide migration to a cloud-based platform and enhance the existing disaster recovery process until the Library develops and undergoes a Request for Proposal to find a qualified and responsive proposer to enter into a long-term agreement to provide the necessary library system services to meet the needs of the Library and patrons.

6. Library staff recommends approval of Supplemental Agreement No. 1 to Contract No. 728 for a term of one (1) year with two (2) one-year renewal options, to allow TLC to provide uninterrupted service to the Integrated Automated Library System, to continue to provide hardware and software licensing and maintenance, to migrate the system to a cloud-based platform and to enhance the existing disaster recovery process.

7. TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library.

8. Supplemental Agreement No. 1 to Contract No. 728 will also revise the contract to replace Standard Provisions for City Contracts (Rev 03/09) with Standard Provisions for City Contracts (Rev 10/17 [V.3]) and will include a Ratification Clause to ensure uninterrupted service.

9. Sufficient funds are available in the Library's Contractual Services Account 3040 to compensate TLC for the services under Supplemental Agreement No. 1 to Contract No. 728.

Attachments

Prepared by: Deirdre Gomez, Business Office, Senior Management Analyst I

Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian
November 8, 2018

LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, on August 25, 2004, the Board of Library Commissioners (Board) and The Library Corporation (TLC) entered into Contract No. 728 (Council File 04-0841) wherein TLC provided hardware and software licensing, maintenance, and enhancements to the Library’s Integrated Automated Library System for a period of three (3) years with seven (7) one-year renewal options, set to expire August 25, 2014; and

WHEREAS, on September 26, 2013, the Board approved the First Amendment to Contract No. 728 (Library Resolution No. 2013-44 [C-36]) to include four (4) additional (1) one-year renewal options and modify Appendix D (“Products and Services Prices List) to incorporate new price list terms. The First Amendment to Contract No. 728 was executed on August 14, 2014 and expired on August 25, 2018; and

WHEREAS, the Library and TLC desire to continue Contract No. 728 to provide hardware and software licensing and maintenance to the existing Integrated Automated Library System and provide enhancements to migrate the system to a cloud-based platform, enhance the existing disaster recovery process, and replace the Standard Provisions for City Contracts (Rev. 03/09) with the Standard Provisions for City Contracts (Rev. 10/17 [V3]); and

WHEREAS, on November 8, 2018 the Board approved the following Ratification Clause which will be added to Section 6.01 (“Term”) of Contract No. 728 to include the following:

“Due to the need to continue the performance of Contract No. 728 to ensure uninterrupted service to the Library and patrons, TLC has begun performance of the services required hereunder prior to the execution of this Supplemental Agreement No. 1 to Contract No. 728. By its execution hereof, the BOARD hereby accepts such service subject to all the terms, covenants, and conditions, and ratifies Supplemental Agreement No. 1 to Contract No. 728 with TLC for such services”; and

WHEREAS, TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and
WHEREAS, sufficient funds are available in the Library’s Contractual Services Account 3040 to compensate TLC for the services under Supplemental Agreement No. 1 to Contract No. 728:

THEREFORE, BE IT RESOLVED, That the Board of Library Commissioners approve Supplemental Agreement No. 1 to Contract No. 728 between the Library and TLC for a term of one year with two (2) one-year renewal options to provide hardware and software licensing and maintenance to the existing Integrated Automated Library System and provide enhancements to migrate the system to a cloud-based platform, provide increased security, and enhance the existing disaster recovery process; and

FURTHER RESOLVED, That the City Librarian and City Attorney be authorized to make technical changes, as needed, to Supplemental Agreement No. 1 to Contract No. 728; and

FURTHER RESOLVED, That the President of the Board of Library Commissioners is authorized to execute Supplemental Agreement No. 1 to Contract No. 728 upon the completion of the Mayor's Office review in accordance with Executive Directive No. 3.

This is a true copy:

______________________________
Raquel M. Borden
Commission Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 728

BETWEEN

LOS ANGELES PUBLIC LIBRARY

AND

THE LIBRARY CORPORATION

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract Number No. 728, is entered into as of ____________, 2018, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as the “BOARD”), and The Library Corporation (hereinafter referred to as “TLC”) to continue and enhance the Integrated Automated Library System. The BOARD and TLC may also be referred to herein individually as “Party” or collectively as the “Parties.”

WHEREAS, On August 25, 2004, the BOARD and TLC entered into Contract No. 728 (Council File 04-0841) wherein TLC provided hardware and software licensing, maintenance, and enhancements to the Library’s Integrated Automated Library System for a period of three (3) years, with seven (7) one-year renewal options, set to expire on August 25, 2014; and

WHEREAS, On September 26, 2013, the BOARD approved the First Amendment to Contract No. 728 (Library Resolution No. 2013-44 [C-36]) to include four (4) additional one-year renewal options. The First Amendment to Contract No. 728 was executed on August 14, 2014 and expired on August 25, 2018; and

WHEREAS, The BOARD and TLC desire to continue Contract No. 728 to provide hardware and software licensing and maintenance to the existing Integrated Automated Library System, provide migration to a cloud-based platform, and enhance the existing disaster recovery process. Storing Library data on a cloud-based platform will allow TLC to provide continuous remote server and data maintenance, and support for the Library’s mission-critical system. In addition, offsite cloud storage will make Library data easier to access, provide greater security, and allow quick recovery after an emergency to reduce any interruption of service to the public. Supplemental Agreement No. 1 will provide the Library time to develop and release an RFP for a new contract to supply hardware and software maintenance for the Library’s Integrated Automated Library System; and
WHEREAS, The Integrated Automated Library System originally provided by TLC is the backbone application for the entire library system and provides the following critically required functions for the Library:

- Basic library functions of circulation
- Bibliographic maintenance
- Acquisitions of materials
- Web renewals of materials
- Patron-placed holds
- Public access catalog
- Integration with third-party vendors for:
  - Computer reservation system
  - Self-checkout workstations
  - Automated e-mail
  - Telephonic notification to patrons
  - Provision of e-commerce
  - Collection services

WHEREAS, TLC has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because the Library plans to develop and release a Request for Proposals (RFP) for a new contract to supply hardware and software maintenance for the Library’s Integrated Automated Library System to meet the on-going needs of the Library and patrons; and

WHEREAS, On November 8, 2018 the BOARD found in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous because during the next year, the Library plans to develop and release an RFP for a new contract to supply hardware and software maintenance for the Library’s Integrated Automated Library System to meet the on-going needs of the Library and patrons; and

WHEREAS, Funds are available to compensate TLC for the services in accordance with this Supplemental Agreement No. 1 to Contract No. 728; and
NOW THEREFORE, The BOARD and TLC agree that Contract No. 728 be revised as follows:

A. Section 6.01 ("Term") shall be replaced in its entirety to include three (3) additional 1-year options to renew as follows:

"This Agreement shall commence on the date of execution by the BOARD and shall continue for a period of one (1) year, with two (2) additional one-year options, which may be exercised in writing at the sole discretion of the City Librarian."

B. Modify Appendix D ("Products and Services Price List") of the Agreement to include Appendix D-1 "Migration to Hosting and Revised Maintenance" as attached to this Supplement Agreement No. 1 to assist the Library to migrate the Integrated Automated Library System to a cloud-based platform in order to store the Library data in an off-site cloud, which will also allow TLC to provide continuous remote server and data maintenance.

C. Section 6.01 ("Term") to include the following Ratification Clause:

"Due to the need to continue the performance of Contract No. 728 to ensure uninterrupted service to the Library and patrons, TLC has begun performance of the services required hereunder prior to the execution of this Supplemental Agreement No. 1 to Contract No. 728. By its execution hereof, the BOARD hereby accepts such service subject to all the terms, covenants, and conditions, and ratifies Supplemental Agreement No. 1, to Contract No. 728, with TLC for such services.

D. Attachment A ("Standard Provisions for City Contracts") shall be revised by deleting Standard Provisions for City Contracts (Rev 03/09), as referenced in the First Amendment, and shall be replaced with Standard Provisions for City Contracts (Rev 10/17 [V3]).

E. In the event of an inconsistency between any of the provisions of this Supplement Agreement No. 1, the First Amendment, Contract No. 728 and/or attachments, the inconsistency shall be resolved by giving precedence to the documents in the following order:

1. Supplemental Agreement No. 1 to Contract No. 728 including Standard Provisions for City Contracts (Rev 10/17 [V3])
2. First Amendment to Contract No. 728
3. Contract No. 728

F. Except where expressly modified by this Supplemental Agreement No. 1 to Contract No. 728, all other terms and conditions included in Contract No. 728 shall remain in full force and effect.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Supplemental Agreement No. 1 to Contract No. 728 to be executed by their respective duly authorized representatives.

By ____________________________
   Bích Ngọc Cao
   President
   Board of Library Commissioners

By ____________________________
   Paul Leppert
   Managing Director
   The Library Corporation

Date ____________________________

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________
   Arletta Maria Brimsey
   Deputy City Attorney

By ____________________________
   Raquel M. Borden
   Commission Executive Assistant II

Date ____________________________

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
**Supplemental Agreement No. 1 to Contract No. 728**

**Appendix D-1: Products and Services Price List**

**Migration to Hosting and Revised Maintenance**

The Library Corporation (TLC) will provide installation and migration services of the LAPL Integrated Library Automation System. This process will involve, but not be limited to, the installation of the entire CARL Software Suite, the Oracle Database, and all other associated software components onto the Cloud Services provided by TLC; loading of LAPL data via backup; testing the entire system; and performing another Data Load to catch-up the latest LAPL transactions; and the shutting down of the LAPL local system and turning all related traffic to the Cloud Servers provided by TLC.

### Existing Maintenance Items

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>COST</th>
<th>COST</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TLC</td>
<td>CARL-X Software Maintenance (including CARL-Connection, CARL-Connect Discovery (LS2 PAC) with up to 6 Additional Language and Test Environment, and existing EDI Interfaces).</td>
<td>1</td>
<td>$236,948.62</td>
<td>$244,057.07</td>
<td>$244,057.07</td>
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<td>2</td>
<td>TLC</td>
<td>eCommerce Software Maintenance</td>
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<td>$5,067.05</td>
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<td>3</td>
<td>TLC</td>
<td>SIP2 for Laptops Anytime</td>
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<td>4</td>
<td>TLC</td>
<td>SIP2 for Axis 360</td>
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<td>5</td>
<td>TLC</td>
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<td>$500.00</td>
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<td>6</td>
<td>SSL</td>
<td>SSL Certificate for CARL-Connect lapl.caricconnect.com</td>
<td>1</td>
<td>$1,539.85</td>
<td>$1,586.04</td>
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<tr>
<td>7</td>
<td>SSL</td>
<td>SSL Certificate for SMART Pages</td>
<td>n/a</td>
<td>$144.00</td>
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<td>8</td>
<td>HP</td>
<td>HP DL380 for iTiva</td>
<td>1</td>
<td>$1,548.47</td>
<td>$1,594.92</td>
<td>$1,594.92</td>
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<td>9</td>
<td>JAMEX</td>
<td>James Hardware</td>
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<td>$36,718.00</td>
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<td>10</td>
<td>3M</td>
<td>3M Maintenance (8 locations)</td>
<td>10</td>
<td>$31,847.80</td>
<td>$32,803.23</td>
<td>$32,803.23</td>
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<td>11</td>
<td>TALLY</td>
<td>Tally Genicon 6E15 Maintenance (Next Business Day) - Excludes Burster</td>
<td>1</td>
<td>$1,590.00</td>
<td>$1,590.00</td>
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**Subtotal (Existing Maintenance Items):** $315,022.21 $326,206.85 $326,206.85

### Additions Items

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<th>ITEM No.</th>
<th>ITEM</th>
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<th>COST</th>
<th>COST</th>
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<tbody>
<tr>
<td>12</td>
<td>Hosting</td>
<td>Internet Connectivity (Per Mbps burstable to 50 Mbps). Overage charges apply.</td>
<td>5</td>
<td>$5,040.00</td>
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<td>Network Infrastructure</td>
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<td>$277.07</td>
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<td>14</td>
<td>Hosting</td>
<td>Anti-Spyware, and Site VPN</td>
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<td>15</td>
<td>Hosting</td>
<td>CARL-X Core Services (SaaS)</td>
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<td>Data Backup Services</td>
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<td>17</td>
<td>Project Day</td>
<td>Installation and Migration Services</td>
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**Subtotal (Additions Items):** $97,077.00 $95,045.31 $95,045.31

### Subtraction Items

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<td>18</td>
<td>HP</td>
<td>HP DL380 Web Server HW Maintenance (LS2 PAC)</td>
<td>1</td>
<td>$1,548.80</td>
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<td>-</td>
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<tr>
<td>19</td>
<td>HP</td>
<td>HP DL380 for LS2 Pac Test Environment</td>
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<td>$1,548.47</td>
<td>-</td>
<td>-</td>
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<td>Red Hat</td>
<td>LS2 Pac Server OS SW Maintenance (Red Hat)</td>
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<td>HP</td>
<td>HP ILO SW Maintenance - (Including 1 LS2 PAC, 2 DB, 1 BU)</td>
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<td>22</td>
<td>Oracle</td>
<td>Sun TS140 Application Server HW Maintenance</td>
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<td>HP</td>
<td>HP DL580 Database Server HW Maintenance</td>
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<td>Red Hat</td>
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<td>Oracle DB</td>
<td>Oracle DBMS Enterprise Edition SW Maintenance (Qty 8)</td>
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<td>Oracle DB</td>
<td>Oracle RAC SW Maintenance (Qty 8)</td>
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<td>HP</td>
<td>MSL2024 Tape BackUp Array Library HW Maintenance</td>
<td>1</td>
<td>$2,168.27</td>
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<td>28</td>
<td>HP</td>
<td>HP DL380 Tape Backup Server HW Maintenance</td>
<td>1</td>
<td>$1,548.47</td>
<td>-</td>
<td>-</td>
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<tr>
<td>29</td>
<td>Red Hat</td>
<td>Tape Backup Server OS SW Maintenance (Red Hat)</td>
<td>1</td>
<td>$1,579.66</td>
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<td>30</td>
<td>Symantec</td>
<td>Net Backup SW Maintenance</td>
<td>1</td>
<td>$3,390.03</td>
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<tr>
<td>31</td>
<td>Cisco</td>
<td>VPN Cisco 1941 Router</td>
<td>1</td>
<td>$280.00</td>
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<td>32</td>
<td>HP</td>
<td>HP ILO SW Maintenance (2 CARLWEB Servers)</td>
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<td>33</td>
<td>Red Hat</td>
<td>CARLWeb Server OS SW Maintenance (Red Hat)</td>
<td>2</td>
<td>$3,067.30</td>
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### Outside Maintenance Items

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<tr>
<th>ITEM No.</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>COST CONTRACT YEAR 15</th>
<th>COST CONTRACT YEAR 16</th>
<th>COST CONTRACT YEAR 17</th>
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</thead>
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<tr>
<td>34</td>
<td></td>
<td>Syndetics Annual Sub - Full Content (Through June 2030)</td>
<td>1</td>
<td>$57,779.00</td>
<td>$59,512.37</td>
<td>$59,512.37</td>
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<td>35</td>
<td></td>
<td>TalkingTech Phone Annual Maintenance (Through June 2018)</td>
<td>1</td>
<td>$13,863.12</td>
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<td>36</td>
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<td>OSA Subscription (Through July 2031)</td>
<td>1</td>
<td>$34,436.47</td>
<td>$35,469.56</td>
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<td>37</td>
<td></td>
<td>Social Flow (8/15/2015 live date)</td>
<td>1</td>
<td>$35,020.00</td>
<td>$36,070.60</td>
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<td></td>
<td>Unique Management Services</td>
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<td>39</td>
<td></td>
<td>Library Technology Services (LTI)</td>
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<td>40</td>
<td></td>
<td>Tech Logic CircIT</td>
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Subtotal (Subtraction Items): $141,098.59 $145,331.54 $145,331.54

### Disaster Recovery - Full

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>COST CONTRACT YEAR 15</th>
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<th>COST CONTRACT YEAR 17</th>
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<tr>
<td>45</td>
<td></td>
<td>Hosting Warm Site Backup Solution (Secondary Site)</td>
<td>1</td>
<td>$20,160.00</td>
<td>$20,765.00</td>
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<td>46</td>
<td>TLC</td>
<td>DR - Full Installation Services</td>
<td>10</td>
<td>$16,000.00</td>
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<tr>
<td>47</td>
<td>TLC</td>
<td>Disaster Recovery - (Full) - Per Test (as required by Library) or Disaster</td>
<td>1</td>
<td>$1,600.00</td>
<td>$1,648.00</td>
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DR - Full Subtotal (Install & Maintenance): $37,760.00 $22,413.00 $22,413.00

### SUMMARY OF CHARGES

- Total - Existing Maintenance Items: $315,022.21 $326,206.85 $326,206.85
- Total - Addition Items: $97,077.00 $95,045.31 $95,045.31
- Total - Outside Maintenance Items: $141,098.59 $145,331.54 $145,331.54
- Total - Disaster Recovery Full: $37,760.00 $22,413.00 $22,413.00

Total: $590,957.80 $588,996.70 $588,996.70

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Migration to Hosting and Revised Maintenance v5-June 8, 2018

Recovery Restoration time with this solution is expected to be up to four (4) hours but generally should be within an hour.

### Disaster Recovery (DR) - Data Only

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>COST CONTRACT YEAR 15</th>
<th>COST CONTRACT YEAR 16</th>
<th>COST CONTRACT YEAR 17</th>
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</thead>
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<tr>
<td>41</td>
<td>Hosting</td>
<td>Additional Bandwidth for DB Backups to LAPL (Bandwidth calculation assumes 90GB twice a week for full backups and 30GB five times a week for partials). Backups are transfer+C93ed to LAPL nightly. Doesn't include bandwidth required at LAPL to the Internet.</td>
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<td>$5,040.00</td>
<td>$5,191.00</td>
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<td>42</td>
<td>TLC</td>
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<td>43</td>
<td>TLC</td>
<td>DR - Data Only Installation Services</td>
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<td>$6,400.00</td>
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<td>$</td>
</tr>
<tr>
<td>44</td>
<td>TLC</td>
<td>Disaster Recovery (Data Only) - Per Test (as required by Library) or Disaster</td>
<td>5</td>
<td>$8,000.00</td>
<td>$8,487.00</td>
<td>$</td>
</tr>
</tbody>
</table>

Subtotal: $14,640.00 $8,487.00 $8,487.00

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Page 2 of 2
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: AWARD OF FIVE (5) CONTRACTS FOR LIBRARY MATERIALS AND SERVICES

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Baker & Taylor, LLC to provide library materials and services, for a term of three (3) years with a contract amount of three-million dollars ($3,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

2. Award a contract, substantially in the form on file, to Brodart, Co, to provide library materials and services, for a term of three (3) years with a contract amount of three-million dollars ($3,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

3. Award a contract, substantially in the form on file, to Children's Plus, Inc. to provide library materials and services, for a term of three (3) years with a contract amount of three-million dollars ($3,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

4. Award a contract, substantially in the form on file, to Ingram Library Services, Inc., to provide library materials and services, for a term of three (3) years with a contract amount of three-million dollars ($3,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

5. Award a contract, substantially in the form on file, to Midwest Tape, LLC, to provide library materials and services, for a term of three (3) years with a contract amount of three-million dollars ($3,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.
6. Award the five (5) contracts for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable the Library to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

7. Find, in accordance with Charter Section 1022, that it is more feasible to have the work performed by an independent contractor than by City employees.

8. Authorize the City Librarian and City Attorney to make technical changes if needed to the contract.

9. Authorize the President of the Board of Library Commissioners to execute the contracts upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

10. Adopt the attached Resolution regarding the award and execution of the five (5) contracts for Library materials and services.

B. FACTUAL SUMMARY:

1. On June 14, 2018, the Board approved the release of a Request for Proposals to find qualified entities to provide library materials and related vendor services. The RFP sought to establish contracts with multiple qualifying vendors for a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services (Library Resolution No. 2018-30 [C-23]). The RFP was released on June 15, 2018 and posted on the Los Angeles Business Assistance Virtual Network (LABAVN). A Proposer's Conference was held on July 12, 2018 and was attended by the five (5) entities recommended for award of contracts.

2. On August 14, 2018, five (5) proposals were received by Baker & Taylor, Brodart, Co., Children's Plus Incorporated, Ingram Library Services, Inc., and Midwest Tape, LLC. All five (5) proposals were reviewed by a panel of City staff and subject-matter experts. All five (5) proposals were found to be responsive to the submittal requirements in the RFP. The evaluation panel found all five (5) proposers to be capable of meeting the needs of the Library. The five proposers were scored in the three criteria stated in the chart found in the Request for Proposals under Section D. Basis of Evaluation, Subsection 4. Evaluation and Selection Process as noted in Attachment A of this report.
3. The five proposing entities were previously awarded three (3) year contracts in 2015 to provide various library materials and services. These contracts all expire in 2018. Library staff recommends that the Board approve the award and execution of the contracts to the five (5) entities to provide Library materials and services to the Library. The decision is primarily based on inventory availability and price discounts. The Library visits each vendor's website to determine the respective availability of inventory and may order a specific quantity from various vendors based on what is immediately available.

4. Charter Section 1022 requires that the Board of Library Commissioners determine that it is more feasible to have work performed by independent contractors than by City employees. The proposed contract is for the contractors to provide books and other library materials to the Library where related services are incidental and minimal to the purpose of the proposed contract. As part of providing library materials, the contractor will: 1) physically process the materials by providing covers, spine labels, stamping and bar coding; 2) provide cataloging with a unique Dewey number; and, 3) deliver the materials directly to the Branch Libraries or Central Library. The purpose of these incidental services from the contractors is to ensure a shelf-ready item is received by the Library. Staff therefore requests that the Board find that it is more feasible to have the incidental work performed by independent contractors than by City employees.

5. A ratification clause has been included in the Agreement to ensure there is no interruption of service as all five contracts will expire by the end of 2018. At the request of the Library, and because of the urgent need therefore, the contractors may have commenced performance of services required hereunder prior to the execution of this contract. By its execution hereof, the Library hereby accepts such services from the contractors subject to all of the terms, covenants and conditions of this contract, and the contractor's performance of such services.

6. Funds are available in the Library Materials Account 9010 and in Trust Fund 831 to pay the contractors for materials and services.

Attachments

Prepared by:  Deirdre Gomez, Senior Management Analyst

Reviewed by:  Madeleine M. Rackley, Business Manager
# REQUEST FOR PROPOSALS FOR THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

## EVALUATION OF PROPOSALS

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<td>Proposal Response</td>
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<tr>
<td>Relevant Experience &amp; Qualifications</td>
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<td><strong>BRODART</strong></td>
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<td>Proposal Response</td>
<td>35</td>
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<td>35</td>
</tr>
<tr>
<td>Relevant Experience &amp; Qualifications</td>
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<td>Relevant Experience &amp; Qualifications</td>
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November 8, 2018

LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, on June 14, 2018, the Board of Library Commissioners ("Board") approved the release of a Request for Proposals ("RFP") to find qualified entities to provide library materials and related vendor services. The RFP sought to establish contracts with multiple qualifying vendors for a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing cataloging and other value added services (Library Resolution No. 2018-30 [C-23]); and

WHEREAS, the evaluation panel consisting of Library staff and subject matter experts has reviewed, evaluated and scored the five (5) proposals submitted on August 14, 2018, in response to the RFP in accordance with the three criteria stated in the RFP and recommends that the Board approve the award and execution of contracts to the five (5) firms found to be responsive to the RFP listed in the report, as follows:

1. Baker & Taylor, LLC
2. Brodart, Co.
3. Children's Plus, Inc.
4. Ingram Library Services, Inc.
5. Midwest Tape, LLC

WHEREAS, Each contract will be awarded for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable the Library to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and

WHEREAS, The Board found in accordance with Charter Section 1022 that it is more feasible to have the materials provided and services performed by independent contractors than by City employees; and

WHEREAS, Sufficient funds are available in the Library Materials Account 9010 and Trust Fund 831 to compensate Contractor for the requested services.

AN EQUAL EMPLOYMENT OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER
THEREFORE, BE IT RESOLVED, That that the Board award contracts to the five (5) firms listed above to provide library materials and services to the Library; and

FURTHER RESOLVED, That the Board authorize the City Attorney and the City Librarian, or designees, to make technical changes if needed to the contract; and

FURTHER RESOLVED, That Board authorize the Board President to execute the five (5) contracts upon the completion of the Mayor's Office review in accordance with Executive Directive No. 3.

This is a true copy:

Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BAKER & TAYLOR, LLC
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement dated _______, 2018, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and Baker & Taylor, LLC, ("CONTRACTOR"), to provide library materials and related services. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The Library seeks to enter in an agreement for the acquisition of Library materials and services; and

WHEREAS, The Library requires the services of CONTRACTOR to provide a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On June 14, 2018 the Board approved the release of a Request for Proposal (RFP) to find qualified entities to provide library materials and related vendor services with the intent to award multiple contracts; and

WHEREAS, On June 15, 2018 the RFP was released; and

WHEREAS, CONTRACTOR was one of five (5) proposers who submitted a response to the Request for Proposal on August 8, 2018, CONTRACTOR'S response is attached hereto as Exhibit C and incorporated herein by reference as though fully set forth herein; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD desires to award one (1) of five (5) contracts to CONTRACTOR as a supplier of library materials and services; and

WHEREAS, Award the contract for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable LIBRARY to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and
WHEREAS, Funds are available to provide CONTRACTOR services from the Library’s Materials Account 9010 and Library Trust Fund 831:

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
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 and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference (hereinafter as Exhibit A).

B. The Request for Proposal for the Acquisition of Library Materials and Services issued on June 15, 2018, (hereinafter Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit C).

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.

SECTION 2 - 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 Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. This Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A).

B. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018 (Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for the Acquisition of Library Materials and Services (Exhibit C).

SECTION 3 – TERMS OF AGREEMENT
The term of this Agreement shall be for three (3) years exercisable at the sole discretion of the City Librarian and shall begin upon the date of execution of the last required signature.
SECTION 4 – SCOPE OF WORK
A. DELIVERABLES - CONTRACTOR will deliver to the Library all materials and services as detailed in the proposer's response to the RFP (Exhibit C).

B. SCOPE OF WORK - CONTRACTOR will provide the scope of work as proposed in the response to the RFP (Exhibit C).

SECTION 5 – LIBRARY’S RESPONSIBILITY
The LIBRARY will order materials and services as-needed in accordance with the terms and condition of this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

SECTION 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A). Proof of Insurance shall be as required in Exhibit B of this Agreement, and as applicable and required by the Standard Provisions for City Contract (Rev. 10/17 [v.3]) (Exhibit A).

SECTION 7 – RATIFICATION
At the request of the LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, the LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, AND CONTRACTOR’s performance of such services.

SECTION 8 – PAYMENT
The amount payable to CONTRACTOR for materials and services during the term of this Agreement shall be as proposed in the CONTRACTOR’S response to the Request for Proposal (See Exhibit C: Proposal Response, 3.2.c. Discounts and Terms).

The LIBRARY'S obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the LIBRARY appropriates additional funds for this Agreement, the LIBRARY’S payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the CONTRACTOR per fiscal year (July 1 – June 30) will not exceed Three-Million Dollars ($3,000,000).

SECTION 9 – BILLING AND INVOICES
A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:
i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15 of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

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

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other
Party. Such notice will be made in accordance with Section 15 ("Agreement
Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under
this Agreement through the effective date of termination.

SECTION 11 – NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing
services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided
by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must
be returned to the LIBRARY upon termination of this Agreement or at the request of the
LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 – DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are
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 LIBRARY or as required by law. CONTRACTOR shall
immediately notify the LIBRARY representative of any attempt by a third party to obtain
access to documents or materials. The provisions of this section shall survive termination
of this Agreement.

SECTION 14 – AMBIGUITY
Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue
of that Party being drafter of the Agreement.

SECTION 15 – AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to
which notices and other correspondence between the Parties shall be sent. Each Party
shall notify, in writing, the other Party of any changes in the following information
within ten (10) days of such change.

Baker & Taylor, LLC Representative
Baker & Taylor, LLC hereby appoints the following person to represent
Baker & Taylor, LLC with respect to all matters pertaining to this Contract.
Said representative shall be responsible for submitting all of the respective
forms and statements as required by this Agreement:
Library's Representative
The LIBRARY hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the LIBRARY in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
        Los Angeles, CA 90074
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's Representative with copies to the LIBRARY'S Project Manager.

Formal notices to Baker & Taylor, LLC shall be sent to:

Name: Stefanie Kremer
Title: Director, Pricing Services
Address: 2550 W. Tyvola Road, Suite 300
        Charlotte, NC 28217

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.

(SIGNATURE PAGE TO FOLLOW)
Agreement between LAPL and Baker & Taylor for the Acquisition of Library Materials and Services

CONTRACT NO. ____________________

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By: ______________________________
    Bích Ngọc Cao
    President
    Board of Library Commissioners

By: ______________________________
    Stefanie Kremer
    Director, Pricing Services
    Baker & Taylor, LLC

Date ______________________________

Date ______________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By: ______________________________
    Arletta Maria Brimsey
    Deputy City Attorney

By: ______________________________
    Raquel M. Borden
    Commission Executive Assistant II

Date ______________________________

Date ______________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ______________________________
    Deputy City Clerk

Date: ______________________________

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AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BRODART, CO.
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement dated _______, 2018, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and Brodart, Co., ("CONTRACTOR"), to provide library materials and related services. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The Library seeks to enter in an agreement for the acquisition of Library materials and services; and

WHEREAS, The Library requires the services of CONTRACTOR to provide a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On June 14, 2018 the Board approved the release of a Request for Proposal (RFP) to find qualified entities to provide library materials and related vendor services with the intent to award multiple contracts; and

WHEREAS, On June 15, 2018 the RFP was released; and

WHEREAS, CONTRACTOR was one of five (5) proposers who submitted a response to the Request for Proposal on August 8, 2018, CONTRACTOR'S response is attached hereto as Exhibit C and incorporated herein by reference as though fully set forth herein; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD desires to award one (1) of five (5) contracts to CONTRACTOR as a supplier of library materials and services; and

WHEREAS, Award the contract for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable LIBRARY to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and

WHEREAS, Funds are available to provide CONTRACTOR services from the Library's Materials Account 9010 and Library Trust Fund 831.
NOW, THEREFORE, In consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
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 and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference (hereinafter as Exhibit A).

B. The Request for Proposal for the Acquisition of Library Materials and Services issued on June 15, 2018, (hereinafter Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit C).

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.

SECTION 2 - 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 Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. This Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A).

B. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018 (Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for the Acquisition of Library Materials and Services (Exhibit C).

SECTION 3 – TERMS OF AGREEMENT
The term of this Agreement shall be for three (3) years exercisable at the sole discretion of the City Librarian and shall begin upon the date of execution of the last required signature.
SECTION 4 – SCOPE OF WORK

A. DELIVERABLES - CONTRACTOR will deliver to the Library all materials and services as detailed in the proposer’s response to the RFP (Exhibit C).

B. SCOPE OF WORK - CONTRACTOR will provide the scope of work as proposed in the response to the RFP (Exhibit C).

SECTION 5 – LIBRARY’S RESPONSIBILITY

The LIBRARY will order materials and services as-needed in accordance with the terms and condition of this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

SECTION 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A). Proof of Insurance shall be as required in Exhibit B of this Agreement, and as applicable and required by the Standard Provisions for City Contract (Rev. 10/17 [v.3]) (Exhibit A).

SECTION 7 – RATIFICATION

At the request of the LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, the LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, AND CONTRACTOR’s performance of such services.

SECTION 8 – PAYMENT

The amount payable to CONTRACTOR for materials and services during the term of this Agreement shall be as proposed in the CONTRACTOR’S response to the Request for Proposal (See Exhibit C: Proposal Response, 3.2.c. Discounts and Terms).

The LIBRARY’S obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the LIBRARY appropriates additional funds for this Agreement, the LIBRARY’S payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the CONTRACTOR per fiscal year (July 1 – June 30) will not exceed Three-Million Dollars ($3,000,000).

SECTION 9 – BILLING AND INVOICES

A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:
i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15 of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

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

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other Party. Such notice will be made in accordance with Section 15 ("Agreement Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under this Agreement through the effective date of termination.

SECTION 11 - NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 - DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify the LIBRARY representative of any attempt by a third party to obtain access to documents or materials. The provisions of this section shall survive termination of this Agreement.

SECTION 14 - AMBIGUITY
Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

SECTION 15 - AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Each Party shall notify, in writing, the other Party of any changes in the following information within ten (10) days of such change.
Agreement between LAPL and Brodart, Co. for the Acquisition of Library Materials and Services

Brodart, Co. Representative
Brodart, Co. hereby appoints the following person to represent Brodart, Co. with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:

Name: Richard Dill  
Title: Vice President  
Address: 500 Arch Street  
Williamsport, PA 17701

Telephone: 570-326-2461  
Fax: 570-651-1639  
Email: bookbids@brodart.com

Library's Representative
The LIBRARY hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the LIBRARY in all matters pertaining to this Agreement:

Name: John F. Szabo  
Title: City Librarian  
Address: 630 W. 5th Street  
Los Angeles, CA 90074  
Telephone: 213-228-7515  
Fax: 213-228-7519  
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library’s Representative with copies to the LIBRARY’S Project Manager.

Formal notices to Brodart, Co. shall be sent to:

Name: Richard Dill  
Title: Vice President  
Address: 500 Arch Street  
Williamsport, PA 17701

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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By: ________________________________
    Bích Ngọc Cao
    President
    Board of Library Commissioners

By: ________________________________
    Richard Dill
    Vice President
    Brodart, Co.

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: ________________________________
    Arletta Maria Brimsey
    Deputy City Attorney

By: ________________________________
    Raquel M. Borden
    Commission Executive Assistant II

Date ________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ________________________________
    Deputy City Clerk

Date: ________________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
CHILDREN’S PLUS, INC.
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement dated ________, 2018, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and Children’s Plus, Inc., ("CONTRACTOR"), to provide library materials and related services. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The Library seeks to enter in an agreement for the acquisition of Library materials and services; and

WHEREAS, The Library requires the services of CONTRACTOR to provide a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On June 14, 2018 the Board approved the release of a Request for Proposal (RFP) to find qualified entities to provide library materials and related vendor services with the intent to award multiple contracts; and

WHEREAS, On June 15, 2018 the RFP was released; and

WHEREAS, CONTRACTOR was one of five (5) proposers who submitted a response to the Request for Proposal on August 8, 2018, CONTRACTOR’S response is attached hereto as Exhibit C and incorporated herein by reference as though fully set forth herein; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD desires to award one (1) of five (5) contracts to CONTRACTOR as a supplier of library materials and services; and

WHEREAS, Award the contract for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable LIBRARY to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and
WHEREAS, Funds are available to provide CONTRACTOR services from the Library’s Materials Account 9010 and Library Trust Fund 831:

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
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 and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference (hereinafter as Exhibit A).

B. The Request for Proposal for the Acquisition of Library Materials and Services issued on June 15, 2018, (hereinafter Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit C).

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.

SECTION 2 - 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 Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. This Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A).

B. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018 (Exhibit B).

C. CONTRACTOR’S response to the Request for Proposal for the Acquisition of Library Materials and Services (Exhibit C).

SECTION 3 – TERMS OF AGREEMENT
The term of this Agreement shall be for three (3) years exercisable at the sole discretion of the City Librarian and shall begin upon the date of execution of the last required signature.
SECTION 4 – SCOPE OF WORK

A. DELIVERABLES - CONTRACTOR will deliver to the Library all materials and services as detailed in the proposer’s response to the RFP (Exhibit C).

B. SCOPE OF WORK - CONTRACTOR will provide the scope of work as proposed in the response to the RFP (Exhibit C).

SECTION 5 – LIBRARY’S RESPONSIBILITY

The LIBRARY will order materials and services as-needed in accordance with the terms and condition of this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

SECTION 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A). Proof of Insurance shall be as required in Exhibit B of this Agreement, and as applicable and required by the Standard Provisions for City Contract (Rev. 10/17 [v.3]) (Exhibit A).

SECTION 7 – RATIFICATION

At the request of the LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, the LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, AND CONTRACTOR’s performance of such services.

SECTION 8 – PAYMENT

The amount payable to CONTRACTOR for materials and services during the term of this Agreement shall be as proposed in the CONTRACTOR’S response to the Request for Proposal (See Exhibit C: Proposal Response, 3.2.c. Discounts and Terms).

The LIBRARY’S obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the LIBRARY appropriates additional funds for this Agreement, the LIBRARY’S payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the CONTRACTOR per fiscal year (July 1 – June 30) will not exceed Three-Million Dollars ($3,000,000).

SECTION 9 – BILLING AND INVOICES

A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:
i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15 of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

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

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other Party. Such notice will be made in accordance with Section 15 ("Agreement Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under this Agreement through the effective date of termination.

SECTION 11 – NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 – DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify the LIBRARY representative of any attempt by a third party to obtain access to documents or materials. The provisions of this section shall survive termination of this Agreement.

SECTION 14 – AMBIGUITY
Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

SECTION 15 – AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Each Party shall notify, in writing, the other Party of any changes in the following information within ten (10) days of such change.

**Children’s Plus, Inc. Representative**
Children’s Plus, Inc. hereby appoints the following person to represent Children’s Plus, Inc. with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:
Agreement between LAPL and Children’s Plus, Inc. - Acquisition of Library Materials and Services

Name: John G. Walsh
Title: Vice President
Address: 1387 Dutch American Way
          Beecher IL 60401

Telephone: 800-230-1279
Fax: 800-896-7213
Email: johnw@childrensplusinc.com

Library’s Representative
The LIBRARY hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the LIBRARY in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
          Los Angeles, CA 90074
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library’s Representative with copies to the LIBRARY’S Project Manager.

Formal notices to Children’s Plus, Inc. shall be sent to:

Name: John G. Walsh
Title: Vice President
Address: 1387 Dutch American Way
          Beecher IL 60401

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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By: ____________________________
    Bích Ngọc Cao
    President
    Board of Library Commissioners

By: ____________________________
    John G. Walsh
    Vice President
    Children’s Plus, Inc.

Date ____________________________

By: ____________________________
    Michael N. Feuer
    City Attorney

ATTEST:

By: ____________________________
    Arletta Maria Brimsey
    Deputy City Attorney

By: ____________________________
    Raquel M. Borden
    Commission Executive Assistant II

Date ____________________________

ATTEST:

By: ____________________________
    Holly L. Wolcott
    City Clerk

By: ____________________________
    Deputy City Clerk

Date: ____________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
INGRAM LIBRARY SERVICES, INC.
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement dated _______, 2018, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and Ingram Library Services, Inc., ("CONTRACTOR"), to provide library materials and related services. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The Library seeks to enter in an agreement for the acquisition of Library materials and services; and

WHEREAS, The Library requires the services of CONTRACTOR to provide a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On June 14, 2018 the Board approved the release of a Request for Proposal (RFP) to find qualified entities to provide library materials and related vendor services with the intent to award multiple contracts; and,

WHEREAS, On June 15, 2018 the RFP was released; and

WHEREAS, CONTRACTOR was one of five (5) proposers who submitted a response to the Request for Proposal on August 8, 2018, CONTRACTOR’S response is attached hereto as Exhibit C and incorporated herein by reference as though fully set forth herein; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD desires to award one (1) of five (5) contracts to CONTRACTOR as a supplier of library materials and services; and

WHEREAS, Award the contract for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable LIBRARY to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and
WHEREAS, Funds are available to provide CONTRACTOR services from the Library's Materials Account 9010 and Library Trust Fund 831:

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
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 and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference (hereinafter as Exhibit A).

B. The Request for Proposal for the Acquisition of Library Materials and Services issued on June 15, 2018, (hereinafter Exhibit B).

C. CONTRACTOR'S response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit C).

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.

SECTION 2 - 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 Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. This Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A).

B. The Request for Proposals for the Acquisition of Library Materials and Services issued on June 15, 2018 (Exhibit B).

C. CONTRACTOR'S response to the Request for Proposal for the Acquisition of Library Materials and Services (Exhibit C).

SECTION 3 – TERMS OF AGREEMENT
The term of this Agreement shall be for three (3) years exercisable at the sole discretion of the City Librarian and shall begin upon the date of execution of the last required signature.
SECTION 4 – SCOPE OF WORK
A. DELIVERABLES - CONTRACTOR will deliver to the Library all materials and services as detailed in the proposer’s response to the RFP (Exhibit C).

B. SCOPE OF WORK - CONTRACTOR will provide the scope of work as proposed in the response to the RFP (Exhibit C).

SECTION 5 – LIBRARY’S RESPONSIBILITY
The LIBRARY will order materials and services as-needed in accordance with the terms and condition of this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

SECTION 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A). Proof of Insurance shall be as required in Exhibit B of this Agreement, and as applicable and required by the Standard Provisions for City Contract (Rev. 10/17 [v.3]) (Exhibit A).

SECTION 7 – RATIFICATION
At the request of the LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, the LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, AND CONTRACTOR’s performance of such services.

SECTION 8 – PAYMENT
The amount payable to CONTRACTOR for materials and services during the term of this Agreement shall be as proposed in the CONTRACTOR’S response to the Request for Proposal (See Exhibit C: Proposal Response, 3.2.c. Discounts and Terms).

The LIBRARY’s obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the LIBRARY appropriates additional funds for this Agreement, the LIBRARY’S payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the CONTRACTOR per fiscal year (July 1 – June 30) will not exceed Three-Million Dollars ($3,000,000).

SECTION 9 – BILLING AND INVOICES
A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:
i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15 of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

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

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other
Party. Such notice will be made in accordance with Section 15 ("Agreement
Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under
this Agreement through the effective date of termination.

SECTION 11 - NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing
services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided
by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must
be returned to the LIBRARY upon termination of this Agreement or at the request of the
LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 - DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are
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 LIBRARY or as required by law. CONTRACTOR shall
immediately notify the LIBRARY representative of any attempt by a third party to obtain
access to documents or materials. The provisions of this section shall survive termination
of this Agreement.

SECTION 14 - AMBIGUITY
Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue
of that Party being drafter of the Agreement.

SECTION 15 - AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to
which notices and other correspondence between the Parties shall be sent. Each Party
shall notify, in writing, the other Party of any changes in the following information
within ten (10) days of such change.

Ingram Library Services, Inc. Representative
Ingram Library Services, Inc. hereby appoints the following person to
represent Ingram Library Services, Inc. with respect to all matters
pertaining to this Contract. Said representative shall be responsible for
submitting all of the respective forms and statements as required by this
Agreement:

Name: Pamela R. Smith
Title: Vice President
Address: One Ingram Blvd.
        La Vergne, TN 37086

Telephone: 800-937-5300
Fax:          
Email:       ils bids@ ingramcontent.com

Library’s Representative
The LIBRARY hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the LIBRARY in all matters pertaining to this Agreement:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
        Los Angeles, CA 90074
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library’s Representative with copies to the LIBRARY’S Project Manager.

Formal notices to Ingram Library Services, Inc. shall be sent to:

Name: Pamela R. Smith
Title: Vice President
Address: One Ingram Blvd.
        La Vergne, TN 37086

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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By:__________________________________________
    Bích Ngọc Cao
    President
    Board of Library Commissioners

By:__________________________________________
    Pamela R. Smith
    Vice President
    Ingram Library Services, Inc.

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:__________________________________________
    Arletta Maria Brimsey
    Deputy City Attorney

By:__________________________________________
    Raquel M. Borden
    Commission Executive Assistant II

Date ________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:__________________________________________
    Deputy City Clerk

Date: ________________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
MIDWEST TAPE, LLC
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement dated _______, 2018, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and Midwest Tape, LLC, ("CONTRACTOR"), to provide library materials and related services. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The Library seeks to enter in an agreement for the acquisition of Library materials and services; and

WHEREAS, The Library requires the services of CONTRACTOR to provide a wide range of materials and vendor cost effective services for the timely provision of book and non-book materials for adults, teens and children, as well as selection of tools, physical processing, cataloging and other value added services; and

WHEREAS, On June 14, 2018 the Board approved the release of a Request for Proposal (RFP) to find qualified entities to provide library materials and related vendor services with the intent to award multiple contracts; and

WHEREAS, On June 15, 2018 the RFP was released; and

WHEREAS, CONTRACTOR was one of five (5) proposers who submitted a response to the Request for Proposal on August 8, 2018, CONTRACTOR’S response is attached hereto as Exhibit C and incorporated herein by reference as though fully set forth herein; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD desires to award one (1) of five (5) contracts to CONTRACTOR as a supplier of library materials and services; and

WHEREAS, Award the contract for a term of three (3) years which reflects a revision from the RFP term of one (1) year with two (2) one (1) year renewal options. This change will enable LIBRARY to manage the contract more efficiently. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis; and
WHEREAS, Funds are available to provide CONTRACTOR services from the Library's Materials Account 9010 and Library Trust Fund 831:

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

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C. CONTRACTOR'S response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit C).

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.

SECTION 2 - 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 Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

A. This Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A).

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SECTION 3 - TERMS OF AGREEMENT
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SECTION 5 – LIBRARY'S RESPONSIBILITY
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SECTION 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS
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SECTION 7 – RATIFICATION
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SECTION 8 – PAYMENT
The amount payable to CONTRACTOR for materials and services during the term of this Agreement shall be as proposed in the CONTRACTOR'S response to the Request for Proposal (See Exhibit C: Proposal Response, 3.2.c. Discounts and Terms).

The LIBRARY'S obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the LIBRARY appropriates additional funds for this Agreement, the LIBRARY'S payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the CONTRACTOR per fiscal year (July 1 – June 30) will not exceed Three-Million Dollars ($3,000,000).

SECTION 9 – BILLING AND INVOICES
A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:
i. Name and Address of CONTRACTOR.

ii. Name and Address of City Department being billed (Library Department).

iii. Date of invoice and period covered.

iv. Agreement Number or Authority Number.

v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15 of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.

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

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
630 W. 5th Street
Los Angeles, CA 90071
Agreement between LAPL and Midwest Tape - Acquisition of Library Materials and Services

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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other Party. Such notice will be made in accordance with Section 15 ("Agreement Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under this Agreement through the effective date of termination.

SECTION 11 – NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 – DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify the LIBRARY representative of any attempt by a third party to obtain access to documents or materials. The provisions of this section shall survive termination of this Agreement.

SECTION 14 – AMBIGUITY
Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

SECTION 15 – AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Each Party shall notify, in writing, the other Party of any changes in the following information within ten (10) days of such change.

Midwest Tape, LLC Representative
Midwest Tape, LLC hereby appoints the following person to represent Midwest Tape, LLC with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:
Name: Jeff Jankowski  
Title: Vice President  
Address: 1417 Timberwolf Drive  
Holland, Ohio 43528  

Telephone: 800-875-2785  
Email: jjankowski@midwesttapes.com

**Library's Representative**
The LIBRARY hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the LIBRARY in all matters pertaining to this Agreement:

Name: John F. Szabo  
Title: City Librarian  
Address: 630 W. 5th Street  
Los Angeles, CA 90074  
Telephone: 213-228-7515  
Fax: 213-228-7519  
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's Representative with copies to the LIBRARY’S Project Manager.

Formal notices to Midwest Tape, LLC shall be sent to:

Name: Jeff Jankowski  
Title: Vice President  
Address: 1417 Timberwolf Drive  
Holland, Ohio 43528

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.

*(SIGNATURE PAGE TO FOLLOW)*
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By: ____________________________
Bích Ngọc Cao
President
Board of Library Commissioners

By: ____________________________
Jeff Jankowski
Vice President
Midwest Tape, LLC

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: ____________________________
Arletta Maria Brimsey
Deputy City Attorney

By: ____________________________
Raquel M. Borden
Commission Executive Assistant II

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________
Deputy City Clerk

Date: ____________________________
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: APPROVAL OF AN AGREEMENT WITH TURNINGWEST, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO COMPLETE THE ASSESSMENT, ASSIST LIBRARY STAFF IN DEVELOPING TRAINING GUIDELINES AND IN IDENTIFYING RESOURCES FOR DEALING WITH PERSONS WITH MENTAL HEALTH ISSUES

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"): 

1. Award a contract, substantially in the form on file, to TurningWest, Inc., to provide professional consultant services to complete the assessment, assist Library staff in developing training guidelines and in identifying resources for dealing with persons with mental health issues who patronize the Central Library and the seventy-two (72) Branch Libraries.

2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2) that the consulting services to be provided are professional and special services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous.

3. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more economical and feasible to have the work performed by an independent contractor than by City employees and the use of competitive bidding would be impractical due to the expert and temporary nature of the services.

4. Authorize the City Librarian and City Attorney to make technical changes to the contract if needed.

5. Authorize the President of the Board of Library Commissioners to execute the contract upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

6. Adopt the attached Resolution approving the Agreement between Los Angeles Public Library (LAPL) and TurningWest, Inc.
B. FACTUAL SUMMARY:

1. On April 17, 2018, the City Librarian executed a one (1) year Agreement, not to exceed $20,000, with TurningWest, Inc., (Contractor) to provide professional consultant services, including an assessment of possible impact on service that working with patrons who may be experiencing mental illness have on the Central Library and seventy-two (72) Branch, and to assist staff in developing training guidelines and identifying resources to better provide a safe and inviting environment for Library patrons and staff.

2. The scope of the one (1) year Agreement included an assessment of mental health issues potentially affecting service in the Library. During the assessment phase of the existing agreement, Library staff worked with Contractor and found that the mental health issues affecting the Central Library and the seventy-two (72) Branch Libraries were significantly greater in scope than originally anticipated and would require additional time for Contractor to complete the assessment, identify resources and to develop and implement training guidelines.

3. The Library has long experienced patrons who suffer from mental illnesses. According to the Los Angeles Homeless Services Authority (LAHSA), approximately one-third of the 31,285 people experiencing homelessness in Los Angeles are also experiencing various forms of mental illness. A high number of those people look to the Library to find a safe refuge from the streets, use public computers, use the restrooms and look for resources for services from other agencies. While the Library works with several agencies to assist patrons, this growing issue requires that Library staff be trained specifically to deal with patrons who suffer from mental illness and be able to provide information for where these patrons may obtain the help and services they need.

4. Library staff requests approval of a one (1) year contract in an amount not to exceed $100,000 to allow Contractor to complete the assessment of mental health issues; to assist Library staff in developing and implementing training guidelines for dealing with persons with mental health issues who patronize the Central Library and seventy-two (72) Branch Libraries; to implement surveys to provide a benchmark on current practices and resources; to design and initiate workshops for Library staff; and, to identify and conduct conversations with social services partners to identify solutions and/or opportunities for collaboration. The proposed contract also provides for Contractor to conduct workshops and prepare various reports on mental health issues as requested by the Library (i.e. the scope of work and contract deliverables).
5. The Contractor will collect and assess staff input to ensure all aspects of the assessment and the training guidelines are grounded in the knowledge and experience of Library staff.

6. The funds in the short-term Agreement have been exhausted during the initial assessment phase in which Mr. Vidaurri worked with Library staff.

7. The Contractor has the requisite skills and expertise, and based on the experience observed by Library staff during the short-term Agreement Contractor is able and willing, to meet the needs of the Library.

8. Charter Section 1022 requires that the Board of Library Commissioners determine that it is more economical or feasible to have work performed by independent contractors than by City employees. Library staff have reviewed City class specifications and found that the classifications which may include identifying and addressing mental health issues (e.g., Occupational Psychologist and Occupational Nurse) are limited to workplace and employee issues and are unable to address public mental health issues or in developing training programs to assist staff in addressing public mental health issues in the Library. Staff therefore requests that the Board find that it is more feasible to have the work performed by an independent contractor than by City employees.

9. Edward Vidaurri, LCSW, the primary TurningWest, Inc., consultant previously served as the Mental Health Clinical District Chief for the Los Angeles County Department of Mental Health; has a Masters Degree in Social Welfare and a Masters Degree in Education; and, has participated in the Library’s Monthly Source event providing one-on-one assistance to patrons suffering from mental health care issues. The consultant’s familiarity with the issues, work experience and education will be valuable to Library staff, patrons and those afflicted with mental health issues who patronize the Central Library and seventy-two (72) Branch Libraries.

10. Library staff anticipates the scope of work and contract deliverables will take approximately one year to complete and implement. Funds are available in the Library’s operating budget to continue this consulting service.

Attachments

Prepared by:  Deirdre Gomez, Senior Management Analyst I

Reviewed by:  Madeleine M. Rackley, Business Manager
November 8, 2018

LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, On April 17, 2018, the City Librarian executed a one (1) year Agreement, not to exceed $20,000, with TurningWest, Inc. (Contractor), to provide professional consultant services, including an assessment of mental health issues in the Central Library and seventy-two (72) Branch Libraries, and develop training guidelines and identify resources to better provide a safe and inviting environment for Library patrons and staff; and,

WHEREAS, The funds in the one (1) year Agreement, dated April 17, 2018, in the amount of $20,000 have been exhausted during the initial assessment phase; and,

WHEREAS, Library staff and Contractor found during the assessment phase of the one (1) year Agreement that the mental health issues affecting the Central Library and seventy-two (72) Branch Libraries were significantly greater in scope than originally anticipated and would require additional time for Contractor to complete the assessment and to develop and implement the training guidelines and to identify resources; and,

WHEREAS, On November 8, 2018, Library staff recommended that the Board of Library Commissioners (Board) approve an Agreement with Contractor for a term of one (1) year in an amount not to exceed $100,000 to allow Contractor to complete the assessment of mental health issues; to assist Library staff in developing and implementing training guidelines for dealing with persons with mental health issues who patronize the Central Library and seventy-two (72) Branch Libraries; to implement surveys to provide a benchmark on current practices and resources; to design and initiate workshops for Library staff; to identify and conduct conversations with social services partners to identify solutions and/or opportunities for collaboration; and, to conduct workshops and prepare various reports on mental health issues as requested by the Library (ie. the scope of work and contract deliverables); and,

WHEREAS, On November 8, 2018 the Board found, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2) that the consulting services to be provided are professional and special services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous; and,
WHEREAS, On November 8, 2018 the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have work performed by an independent contractor than by City employees; and,

WHEREAS, The Contractor has the requisite skills and expertise, and based on experience observed by Library staff during the short-term agreement, Contractor is able and willing, to meet the needs of the Library; and,

WHEREAS, Mr. Edward Vidalauri, the primary TurningWest, Inc., consultant previously served as the Mental Health Clinical District Chief for the Los Angeles County Department of Mental Health; has a Masters Degree in Social Welfare and a Masters Degree in Education; and, has participated in the Library’s Monthly Source event providing one-on-one assistance to patrons suffering from mental health care issues. The consultant’s familiarity with the issues, work experience and education will be valuable to Library staff, patrons and those afflicted with mental health issues who patronize the Central Library and seventy-two (72) Branch Libraries; and,

WHEREAS, Sufficient funds are available in the Library’s operating budget to compensate Contractor for the requested services.

THEREFORE, BE IT RESOLVED, That the Board of Library Commissioners award a contract to TurningWest, Inc., for a term of one (1) year, in an amount not to exceed $100,000, to provide professional consultant services to complete the assessment, assist Library staff in developing training guidelines and to identity resources for dealing with persons with mental health issues who patronize the Central Library and its seventy-two (72) Branch Libraries; and

FURTHER RESOLVED, That the Board authorize the City Librarian and City Attorney, or designees, to make technical changes if needed to the contract; and

FURTHER RESOLVED, That the Board authorize the Board President to execute the contract upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

This is a true copy:

______________________________
Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
TURNINGWEST, INC.
TO PROVIDE
PROFESSIONAL CONSULTANT SERVICES, COMPLETE THE ASSESSMENT,
ASSIST LIBRARY STAFF IN DEVELOPING TRAINING GUIDELINES
AND IDENTIFY RESOURCES FOR
DEALING WITH PERSONS WITH MENTAL HEALTH ISSUES

This Agreement dated ____________, 2018 is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("LIBRARY" or "BOARD"), and TurningWest, Inc., ("CONTRACTOR"), to provide professional consultant services to assist Library staff in developing training guidelines for dealing with persons with mental health issues who patronize the Branch Libraries and Central Library and its seventy-two (72) Branch Libraries. The LIBRARY and CONTRACTOR may also be referred to herein individually as either a "Party" or collectively as the "Parties."

RECATIALS

WHEREAS, On April 17, 2018, the City Librarian executed a one (1) year Agreement, not to exceed $20,000, to CONTRACTOR to provide professional consultant services, including an assessment of mental health issues in the Central Library and seventy-two (72) Branch Libraries, and develop training guidelines and identify resources to better provide a safe and inviting environment for Library patrons and staff; and,

WHEREAS, LIBRARY staff and CONTRACTOR found during the assessment phase of the short-term Agreement that the mental health issue affecting the Central Library and seventy-two (72) Branch Libraries was significantly greater in scope than originally anticipated and would require additional time for CONTRACTOR to complete the assessment and to develop and implement the training guidelines and to identify resources; and,

WHEREAS, On November 8, 2018, LIBRARY staff recommended that the Board approve an Agreement with CONTRACTOR for a term of one (1) year in an amount not to exceed $100,000 to allow CONTRACTOR to complete the assessment; to assist Library staff in developing and implementing training guidelines for dealing with persons with mental health issues who patronize the Central Library and seventy-two (72) Branch Libraries; to implement surveys to provide a benchmark on current practices and resources; to design and initiate workshops for Library staff; to identify and conduct conversations with social services partners to identify solutions and/or opportunities for collaboration; and, to conduct workshops and prepare various reports on mental health issues as requested by the Library (ie. the scope of work and contract deliverables); and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2) that the consulting services to be provided are professional and special services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous; and,
WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have work performed by independent contractors than by City employees; and,

WHEREAS, CONTRACTOR has the requisite skills and expertise, and based on experience observed by Library staff during the one (1) year Agreement CONTRACTOR is able and willing, to meet the needs of the Library; and,

WHEREAS, Edward Vidaurri, the primary TurningWest, Inc. consultant, previously served as the Mental Health Clinical District Chief for the Los Angeles County Department of Mental Health; has a Masters Degree in Social Welfare and a Masters Degree in Education; and, has participated in the Library’s Monthly Source event providing one-on-one assistance to patrons suffering from mental health care issues. The consultant’s familiarity with the issues, work experience and education will be valuable to Library staff, patrons and those afflicted with mental health issues who patronize the Central Library and the seventy-two Branch Libraries; and,

WHEREAS, Sufficient funds are available in the Library’s operating budget to compensate CONTRACTOR for the requested services in accordance with this Agreement; and,

WHEREAS, On November 8, 2018 the BOARD approved an Agreement between the Library and CONTRACTOR for a term of one (1) year with a contract ceiling amount not to exceed $100,000.

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

SECTION 1 - DOCUMENTS
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 and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference hereinafter as Exhibit A;

B. Proof of Insurance to provide professional consultant services for the LIBRARY and incorporated herein by reference hereinafter as Exhibit B; and,

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.
SECTION 2 – 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 shall be resolved by considering the documents according to the following order of precedence:

A. Agreement and the Standard Provisions for City Contracts (Rev. 10/17 [v.3]), which are attached hereto and incorporated herein by reference hereinafter as Exhibit A;

B. Proof of Insurance to provide consultant services to develop safety and security guidelines for the LIBRARY and incorporated herein by reference hereinafter as Exhibit B; and,

SECTION 3 – TERM OF AGREEMENT
The term of this Agreement shall be for one (1) year and shall commence on the date of the last required signature for execution of this Agreement.

SECTION 4 – SCOPE OF WORK AND CONTRACT DELIVERABLES

A. Scope of Work

CONTRACTOR shall be responsible for creating and implementing a process by which the opinions, recommendations and experiences of Library staff are collected and used to provide a framework from which to identify issues and develop training guidelines to address the Library’s concerns with patrons with mental illness taking into consideration the available resources and funding.

The specific duties of CONTRACTOR shall include:

Interface with the Library’s Planning Team Representatives (“PTR”) who together will study the issues faced by the LIBRARY with regard to its patrons with mental illness. CONTRACTOR will seek to empower PTR by providing professional training and guidance. The PTR are Library staff representatives from various parts of the Library’s organizational system who are most impacted by this present challenge.

1. Assess how current resources are being used with regard to patrons with mental illness through designing and conducting a survey to benchmark Library staff’s perceptions, experiences and reporting of encounters with persons with mental illness, with an emphasis on safety, security, and providing needed services and referrals.

2. Gather insights and information about the present challenges through conducting interviews with staff, mental health experts, and other stakeholders and bring this information back to the PTR for their edification and assimilation into a strategy to address the needs that
were uncovered.

3. Investigate options and resources within the Los Angeles County's mental health system that can be accessed by LIBRARY staff and bring these options and resources to the attention of the PTR for discussion and debate with the goal of identifying and defining the mental health concerns of Library patrons.

4. Guide the PTR to form a coherent set of goals and approaches to meeting the challenges of Library patrons with mental illness.

5. Together with the PTR produce a written set of guidelines, procedures, practices, and policies to be used to develop a training program for Library staff to interact with patrons with mental illness.

6. Together with the PTR, the consultant will develop an internal communication strategy for engaging patrons with mental illness that reflects the appropriate levels of transparency and accountability.

7. Before the LIBRARY rolls out the system-wide training program, the consultant will assist the LIBRARY to initially test the training program in three (3) settings to obtain feedback from front-line staff and leaders in hopes of refining the program.

8. Assist the LIBRARY to implement the training program to be used by Library staff throughout the LIBRARY system and for new employees.

B. Phase 1 – Planning the Assessment Process
Form Planning Team: CONTRACTOR will work with Library PTR to set goals and define mental health concerns to be assessed for training staff and for guiding their work with homeless patrons. Work with PTR to determine a process to successfully provide assistance to homeless library patrons and ensure the safety of Library patrons.

Develop an internal communication strategy that reflects the appropriate levels of transparency and accountability. CONTRACTOR shall submit written documents for LIBRARY approval before proceeding to Phase 2.

C. Phase 2 – Collecting and Assessing Staff Input on Guidelines and Resources
The process of assessing concerns and developing guidelines will be grounded in the knowledge and experience of Library staff, security staff and CONTRACTOR. The CONTRACTOR will attempt to gain a high-level of understanding of how different individuals frame the issues of Library safety and security and how they understand their ability to shape Library policy. This Phase will dictate how meetings, conversations, and interactions are designed for Phase 3.
1. Site Visits: CONTRACTOR shall conduct two (2) or three (3) high-incident site visits and one (1) or two (2) low-incident site visits to gain a better understanding of the experiences of branch staff with encounters with persons with mental illness. Site visits will include informal conversations with Library staff, security staff and CONTRACTOR, Library patrons (if deemed appropriate by CONTRACTOR) and social service partners (if applicable).

2. Internal Interviews: Interviews will be conducted by CONTRACTOR with up to eight (8) Library staff members within the Library system and with others as CONTRACTOR sees fit. The interviews will be conducted to provide context for the development of initial conversations with existing Library groups. Additional interviews may be required as CONTRACTOR sees fit as the process moves forward.

3. Initial Conversations with Existing Groups: CONTRACTOR shall conduct two (2) to three (3) conversations to test ideas and troubleshoot engagement styles. These initial conversations with groups may include Principal Librarians, Area Managers, or groups such as an Area/Division staff meetings or Library staff meetings.

4. Survey Designs: CONTRACTOR shall design a survey to benchmark staff’s perceptions, experiences and reporting of encounters with the persons with mental illness, in regards to safety, security, and providing needed services and referrals. This will contribute to understanding of how existing resources are being used. CONTRACTOR will work with individuals who have implemented staff surveys in the past to design and test an appropriate survey tool. CONTRACTOR shall submit a survey for LIBRARY approval before proceeding to Phase 3.

D. Phase 3 – Assessing Utilization of Resources

1. Survey: CONTRACTOR shall implement the survey described above, with the support of Library staff, to benchmark the use of existing training, standard operating procedures and to gain an understanding of staff’s personal experiences and perceptions of LIBRARY directives in addressing persons with mental illness.

2. Collaborative Design Workshops: CONTRACTOR shall initiate workshops consisting of up to fifteen (15) participants per session to participate in an engaging dialogue or brainstorming session. Such workshops shall be designed to allow for individuals of varying levels of seniority to participate in a context that prioritizes all voices to surface ideas that LIBRARY management may choose to implement.

3. Social Service / Potential Partner Interviews: CONTRACTOR to initiate and conduct conversations with social service partners to identify novel solutions and/or opportunities for collaboration.
E. **Phase 4 – Report**
   Based on initial conversations, a number of goals will be served by conducting a small research project in conjunction with the staff engagement process. This project will involve learning from local and comparable National Library systems through a series of interviews with Library leaders of not more than five (5) other Library systems, and from a review of recent academic and professional literature. This research will occur concurrently with Phase 2 and Phase 3 and the scope will be defined by the PTR. The final report by CONTRACTOR will draw on the work conducted together with the PTR and will be informed by this research of academic and professional literature.

F. **Ad-Hoc Duties and Reports**
   During the term of this Agreement, CONTRACTOR will conduct workshops, develop training materials and prepare reports on various mental illness issues as requested by LIBRARY.

**SECTION 5 – LIBRARY’S RESPONSIBILITY**
   The LIBRARY will attempt to provide the necessary workspace, materials, and staff support as needed for CONTRACTOR to plan and conduct workshops and meetings with staff as requested by CONTRACTOR. All request shall be subject to space availability and Library funding.

There is no minimum amount of workspace, materials, staff support or any other services guaranteed by the LIBRARY to be provided to CONTRACTOR in this Agreement.

**SECTION 6 – WORK LOCATION**
   The primarily location will be the Central Library located at 630 West Fifth Street, Los Angeles, CA 90071. The LIBRARY reserves the right to change location of meetings, workshops or other activities and will provide fourteen (14) days written notice to CONTRACTOR of such change.

**SECTION 7 – INDEMNIFICATION AND INSURANCE REQUIREMENTS**
   The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) (Exhibit A). Proof of Insurance shall be as required in Exhibit B of this Agreement, and as applicable and required by the Standard Provisions for City Contract (Rev. 10/17 [v.3]) (Exhibit A).

**SECTION 8 – PAYMENT**
   The amount payable to CONTRACTOR for services during the term of this Agreement shall be one hundred eighty-five dollars ($185.00) per hour, not to exceed forty (40) hours per week and shall not exceed One-Hundred Thousand Dollars ($100,000) during the term of this Agreement.

LIBRARY’s obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If LIBRARY appropriates additional funds for this Agreement, LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed.
SECTION 9 – BILLING AND INVOICES

A. 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 the LIBRARY management, which approval shall not be unreasonably withheld.

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

1. Name of personnel working on task.

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

3. Rate per hour and total amount due.

4. Signature of duly authorized officer.

5. 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 LIBRARY 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 Representative listed in Section 15. of this Agreement. If invoice is insufficient or unsatisfactory, the LIBRARY Representative 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 LIBRARY. Invoices shall be paid by the LIBRARY no later than sixty (60) days after receipt by the LIBRARY.
6. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The LIBRARY will not compensate CONTRACTOR for costs incurred in invoice preparation. The LIBRARY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The LIBRARY reserves the right to request additional supporting documentation to substantiate costs at any time.

Invoices shall be submitted: Los Angeles Public Library
Attention: Madeleine Rackley
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.

SECTION 10 - TERMINATION
Either Party may terminate this Agreement on thirty (30) days written notice to the other Party. Such notice will be made in accordance with Section 14 ("Agreement Representative") of this Agreement.

In the event of termination, CONTRACTOR shall be paid for work completed under this Agreement through the effective date of termination.

SECTION 11 - NON-EXCLUSIVE AGREEMENT
Nothing in this Agreement shall be construed to mean that CONTRACTOR providing services to 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.

SECTION 12 - OWNERSHIP
All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this article shall survive the termination of this Agreement.

SECTION 13 - DISCLOSURE INFORMATION
All documents and information provided to CONTRACTOR by the LIBRARY are confidential. The 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify the LIBRARY representative of any attempt by a third party to obtain access to documents or materials. The provisions of this section shall survive termination of this Agreement.
SECTION 14 – AGREEMENT REPRESENTATIVES
The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Each Party shall notify, in writing, the other Party of any changes in the following information within ten (10) days of such change.

CONTRACTOR’S REPRESENTATIVE
Firm: TurningWest, Inc.
Name: Edward J. Vidaurri
Title: Senior Consultant
Address: 4195 Chino Hills Pkwy, Suite 152
         Chino Hills, CA 91709-2618
Mobile: (562) 761-3562
Office: (951) 255-2555
Email: evidaurri@turningwest.com

LIBRARY’S REPRESENTATIVE
Name: Alicia Moguel
Title: Principal Librarian I
Address: 630 W. 5th Street
         Los Angeles, CA 90071
Telephone: (213) 228-7381
Email: amoguel@lapl.org

Formal notices, demands and communications addressing the terms contained in this Agreement initiated by either Party shall be made in writing and may be effected by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.

(Signature Page to Follow)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _______________________________  By _______________________________
BICH NGOC CAO                  Steven J. Goodwin
President                       President
Board of Library Commissioners  TurningWest, Inc.

Date_____________________________  Date_____________________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By _______________________________  By _______________________________
ARLETTA MARIA BRIMSEY            RAQUEL BORDEN
Deputy City Attorney             Executive Assistant

Date_____________________________  Date_____________________________

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____________________________

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

SUBJECT: AWARD OF CONTRACTS TO SIXTEEN (16) PRE-QUALIFIED MARKETING AND PUBLIC RELATIONS CONSULTANTS TO PROVIDE AS-NEEDED AND AS-REQUESTED MARKETING AND PUBLIC RELATIONS CONSULTANT SERVICES FOR THE LIBRARY

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Approve the award of contracts, substantially in the form on file, to the sixteen (16) Pre-Qualified Marketing and Public Relations Consultants listed in Attachment A of this report that were approved by the Board on June 8, 2017 (Library Resolution No. 2017-22 [C-21]) to provide as-needed and as-requested marketing and public relations consultant services to the Library.

2. Find, that a Request For Qualifications (RFQ) process was performed and the Board found sixteen (16) consultants to be responsive and qualified to perform the work requested.

3. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to the contracts.

4. Authorize the President of the Board of Library Commissioners to execute the contracts upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

5. Find, in accordance with Charter Section 1022, that it is more feasible to have the work performed by an independent contractor than by City employees.

6. Adopt the attached Resolution regarding the award and execution of the contracts with the sixteen (16) Pre-Qualified Marketing and Public Relations Consultants.
B. STATEMENT OF FACTS:

1. On January 12, 2017, the Board of Library Commissioners approved the issuance of a Marketing and Public Relations Consultant Request For Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]).

2. On June 8, 2017, the Board of Library Commissioners approved the pre-qualified list of sixteen (16) consultants to provide as-needed and as-requested marketing and public relations consultant services to the Los Angeles Public Library (Library Resolution No. 2017-22 [C-21]).

3. The Library's Marketing and Public Relations section now desires to execute contracts with the sixteen (16) Pre-Qualified Marketing and Public Relations Consultants previously approved by the Board. This will ensure the marketing and public relations needs of the Library and the goals of the Library Marketing Plan are met and implemented in a timely and efficient manner. The proposed contracts will have a term of three (3) years.

4. The proposed contracts include a process that Library staff will utilize to select Marketing and Public Relations consultants for specific marketing and public relations work during the contract term. Library staff will send out a Notice of Available Work to solicit responses from the consultants; review the responses and select the response which best meets the needs of the Library; and, the City Librarian or designee will then issue a Notice to Proceed to the selected consultant to perform the requested work.

5. Charter Section 1022 requires that the Board of Library Commissioners determine that it is more feasible to have work performed by independent contractors than by City employees. The consultants for this contract will develop and implement marketing strategies, with the objective of creating effective marketing programs that heighten the visibility of specialized Library programs and/or increase attendance at the Branch Libraries and Central Library. Library staff have reviewed City class specifications and found that the classification of Marketing Specialists (Class Code 1807) may perform these duties. There are currently no Marketing Specialists within the Library or within the City to perform this type of work. Staff therefore requests that the Board find that it is more feasible to have the work performed by independent contractors than by City employees.

6. The proposed contracts will also replace Standard Provisions for City Contracts (Rev 03/09) required in the RFQ with Standard Provisions for City Contracts (Rev 10/17 [V.3]). The Consultants will be required to submit all current City compliance requirements and documents, including the Disclosure Ordinance Affidavit, which combines the Slavery Disclosure Ordinance Affidavit with the recently required Disclosure of Border Wall Contracting Ordinance Affidavit.
7. Sufficient funds are available in the Library’s operating budget to compensate the consultants for the services.

Attachments

Prepared by: Deirdre Gomez, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian
Los Angeles Public Library

List of Pre-Qualified Marketing and Public Relations Consultants
Award and Execution of Contracts

November 8, 2018

The Los Angeles Public Library recommends that the Board of Library Commissioners (Board) award and execute contracts for Marketing and Public Relations Consultant Services to the following sixteen (16) firms that were pre-qualified by the Board on June 8, 2017 (Library Resolution No. 2017-22 [C-21]):

1. BROADTHINK
2. CMC, Inc. Marketing Agency – California Marketing Concepts
3. Evitarus, Inc.
4. Golin / Harris Communications, Inc.
5. Hershey Cause Communications
6. House 47, LLC
7. McGregor Shott, Inc.
8. M. Checkowski Unlimited
9. Perceptiv, Inc.
10. Rogers Finn Partners
11. Tivevan, LLC
12. Trailer Park, Inc.
13. WeAreGiants. LLC
14. Wicked Bionic, LLC
15. Yes Design Group
16. Zeesman Communications, Inc.
November 8, 2018

LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, on January 12, 2017, the Board of Library Commissioners (Board) approved the issuance of a Marketing and Public Relations Consultant Request For Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and

WHEREAS, on June 8, 2017, the Board approved the pre-qualified list of sixteen (16) public relation consultants to provide as-needed and as-requested marketing and public relations consultant services to the Los Angeles Public Library ("Library") (Library Resolution No. 2017-22 [C-21]); and

WHEREAS, on November 8, 2018 the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have the work performed by independent contractors than by City employees and the use of competitive bidding would be impractical due to the expert and temporary nature of the services; and

WHEREAS, on November 8, 2018, Library staff recommended the award and execution of contracts with the following sixteen (16) pre-qualified contractors to provide as-needed and as-requested marketing and public relations consultant services to the Library:

1. BROADTHINK
2. CMC, Inc.
3. Evitarus, Inc.
4. Golin/Harris Communications, Inc.
5. Hershey Cause Communications
6. House 47, LLC
7. McGregor Shott, Inc.
8. M. Checkowski Unlimited
9. Perceptiv, Inc.
10. Rogers Finn Partners
11. Tivevan, LLC
12. Trailer Park, Inc.
13. WeAreGiants, LLC
14. Wicked Bionic, LLC
15. Yes Design Group
16. Zeesman Communications, Inc.
WHEREAS, the proposed contracts include a process that Library staff will utilize to select the consultants for specific marketing and public relations work during the contract term as described in the report; and

WHEREAS, the proposed contracts will also replace Standard Provisions for City Contracts (Rev 03/09) required in the RFQ with Standard Provisions for City Contracts (Rev 10/17 [V.3]); and

WHEREAS, funds are available in the Library’s operating budget to compensate the CONTRACTOR(S) for services provided; and

THEREFORE, BE IT RESOLVED, that the Board award and execute contracts with the sixteen (16) pre-qualified contractors to provide as-needed and as-requested marketing and public relations consultant services to the Library; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make technical changes if needed to the contract; and

FURTHER RESOLVED, that the Board President is authorized to execute the contracts upon completion of the Mayor’s Office review in accordance with Executive Directive No. 3.

This is a true copy:

__________________________
Raquel M. Borden
Commission Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
EXHIBIT H

Attachment 1 of 2

1. BROADTHINK
2. CMC, Inc. Marketing Agency – California Marketing Concepts
3. Evitarus, Inc.
4. Golin / Harris Communications, Inc.
5. Hershey Cause Communications
6. House 47, LLC
7. McGregor Shott, Inc.
8. M. Checkowski Unlimited
BROADTHINK

MARKETING & PUBLIC RELATIONS CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
BROADTHINK
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and Broadthink (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR's response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY's operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 - SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Change Management
f. Coalition-Building
g. Collateral Grassroots Materials and Printing Services
h. Communications Plans
i. Communications Staffing Counsel
j. Copywriting and Editing
k. Creative Services
l. Crisis Communications
m. Digital and Social Media
n. Direct Marketing Vehicles
o. Event Planning and Execution Services
p. Individualized Coaching
q. Initiative Statistical Tracking Services
r. Internal Communications Planning and Management
s. Marketing Plans
t. Media Buying
u. Media Relations
v. Message Development
w. Point-of-Sale/Work Fixtures and Wrapping
x. Research
y. Strategic Counsel
z. Strategic Planning and Organizational Strategy
aa. Trainings
SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
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<td>Ability to provide the requested work at a reasonable cost.</td>
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</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>
D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, CA 90071
Iskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.
A. CONTRACTOR'S REPRESENTATIVE

Name: Cynthia Cleveland
Title: President
Party: Broadthink
Address: 14011 Ventura Blvd., #206 E.
          Sherman Oaks, California 91423

Telephone: (818) 788-7422
Email: cc@broad-think.com

B. LIBRARY'S DEPARTMENT 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
Email: mrackley@lapl.org

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

Name: Lauren Skinner
Title: Assistant Director of Public Relations and Marketing
Address: 630 W. 5th Street
          Los Angeles, CA 90071

Telephone: (213) 228-7565
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 _________________________________
CYNTHIA CLEVELAND
President
Broadthink

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: _______________________________
CMC Inc.

MARKETING & PUBLIC RELATIONS CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
CMC, INC. MARKETING AGENCY - CALIFORNIA MARKETING CONCEPTS
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or "BOARD"), and CMC, Inc. Marketing Agency - California Marketing Concepts (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the “Parties”.

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

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B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

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SECTION 6 - NOTICE OF AVAILABLE WORK
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B. Interested CONTRACTORS will respond with a written project proposal which must include:

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

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D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR's response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

   i. Name and Address of CONTRACTOR.
   ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.
b. Hours spent on tasks and time sheet supporting charges (if applicable).
c. Rate per hour and total amount due.
d. Signature of duly authorized officer.
e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, CA 90071
lskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.
SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Peggy Fort  
Title: President, CEO  
Party: CMC, Inc. Marketing Agency - California Marketing Concepts  
Address: 1550 Bayside Drive  
Corona Del Mar, California 92625  

Telephone: 949-422-4210  
Email: Peggyfort@askcmc.com

B. LIBRARY'S DEPARTMENT 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  
Email: mrackley@lapl.org

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, CA 90071  

Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By_________________________________________  By_________________________________________
  BICH NGOC CAO                               PEGGY FORT
    President                                 President, CEO
    Board of Library Commissioners             CMC, Inc. Marketing Agency - California
                                                Marketing Concepts

Date_________________________________________  Date_________________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By_________________________________________  By_________________________________________
  ARLETTA MARIA BRIMSEY                        RAQUEL BORDEN
    Deputy City Attorney                        Executive Assistant

Date_________________________________________  Date_________________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _______________________________________

Date: ______________________________________
EVITARUS Inc.

MARKETING & PUBLIC RELATIONS CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
EVITARUS, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ______________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or "BOARD"), and Evitarus, Inc. (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Research

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

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

2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.

3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.
C. The LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

<table>
<thead>
<tr>
<th>CRITERIA CATEGORY</th>
<th>MAXIMUM POINTS</th>
</tr>
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<tbody>
<tr>
<td>Ability to perform the requested work by demonstrating an understanding of the needs of the Library.</td>
<td>30</td>
</tr>
<tr>
<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

D. 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 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.

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

**SECTION 7 - PAYMENT**

The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject
to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.

ii. Name and Address of City Department being billed (Library Department).

iii. Date of invoice and period covered.

iv. Agreement Number or Authority Number.

v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.
f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, CA 90071
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.
SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 (“Contract Representatives”) below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR’S REPRESENTATIVE

Name: Shakari Byerly
Title: Partner/Principal Researcher
Party: Evitarus, Inc.
Address: 2355 Westwood Blvd., #1107
Los Angeles, California 90064

Telephone: (310) 503-8778
Email: shakari@evitarus.com

B. LIBRARY’S DEPARTMENT 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
Email: mrackley@lapl.org

Formal notices to the LIBRARY, demands and communications shall be provided to the Library Department’s Representative with copies to the Library Department’s Project Manager below:
Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, CA 90071  

Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 ________________________________
SHAKARI BYERLY
Partner/Principal Researcher
Evitarus, Inc.

Date ________________________________

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ________________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By ________________________________
RAQUEL BORDEN
Executive Assistant

Date ________________________________

Date ________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ________________________________

Date: ________________________________
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
GOLIN / HARRIS COMMUNICATIONS, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or “BOARD”), and Golin / Harris Communications, Inc. (hereinafter “CONTRACTOR”) to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

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WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.

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

Page 1 of 9 –Golin / Harris Communications, Inc.
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A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

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C. Sample Documents:

1. Notice of Available Work
2. Notice to Proceed
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The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

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B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

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The term of this AGREEMENT shall be for three (3) years.

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SECTION 5 - SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Branding  
b. Campaigns  
c. Change Management  
d. Communications Plans  
e. Communications Staffing Counsel  
f. Copywriting and Editing  
g. Creative Services  
h. Crisis Communications  
i. Digital and Social Media  
j. Event Planning and Execution Services  
k. Individualized Coaching  
l. Internal Communications Planning and Management  
m. Marketing Plans  
n. Media Relations  
o. Message Development  
p. Research  
q. Strategic Counsel  
r. Trainings

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.
B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<td>100</td>
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</table>

D. 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 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.

E. The LIBRARY reserves the right to not issue and/or to cancel any Notice of Available Work or a Notice to Proceed.
SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

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ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.
b. Hours spent on tasks and time sheet supporting charges (if applicable).
c. Rate per hour and total amount due.
d. Signature of duly authorized officer.
e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

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Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, CA 90071
lskinner@lapl.org

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.

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SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Deanne Yamamoto
Title: Managing Director
Party: Golin / Harris Communications, Inc.
Address: 700 S. Flower St., Suite 2400
Los Angeles, California 90017

Telephone: (213) 335-5533
Email: dyamamoto@golin.com
B. **LIBRARY’S DEPARTMENT 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  
Email: mrackley@lapl.org  

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, CA 90071  

Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

*(SIGNATURE PAGE TO FOLLOW)*
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By___________________________ By___________________________
BICH NGOC CAO
President
Board of Library Commissioners

DEANNE YAMAMOTO
Managing Director
Golin / Harris Communications, Inc.

Date___________________________ Date___________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By___________________________ By___________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

RAQUEL BORDEN
Executive Assistant

Date___________________________ Date___________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: __________________________

Date: ________________________
HERSHEY CAUSE
COMMUNICATIONS

MARKETING & PUBLIC RELATIONS
CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
HERSHEY CAUSE COMMUNICATIONS
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated _____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and Hershey Cause Communications (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

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B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Change Management
f. Coalition-Building
g. Collateral Grassroots Materials and Printing Services
h. Communications Plans
i. Communications Staffing Counsel
j. Copywriting and Editing
k. Creative Services
l. Crisis Communications
m. Digital and Social Media
n. Direct Marketing Vehicles
o. Event Planning and Execution Services
p. Individualized Coaching
q. Initiative Statistical Tracking Services
r. Internal Communications Planning and Management
s. Marketing Plans
t. Media Buying
u. Media Relations
v. Message Development
w. Point-of-Sale/Work Fixtures and Wrapping
x. Research
y. Strategic Counsel
z. Strategic Planning and Organizational Strategy
aa. Trainings
SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<th>CRITERIA CATEGORY</th>
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<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
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</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>
D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR's response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, CA 90071
lskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.
SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR’S REPRESENTATIVE

Name: R. Christine Hershey
Title: Founder
Party: Hershey Cause Communications
Address: 12304 Santa Monica Blvd., Suite 201
Los Angeles, California 90025

Telephone: (310) 656-1001, Ext. 111
Email: rchershey@hersheycause.com

B. LIBRARY’S DEPARTMENT 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
Email: mrackley@lapl.org

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

Name: Lauren Skinner
Title: Assistant Director of Public Relations and Marketing
Address: 630 W. 5th Street
Los Angeles, CA 90071

Telephone: (213) 228-7565
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
CONTRACT/AGREEMENT NO. ____________________________

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 ____________________________
R. CHRISTINE HERSHEY
Founder
Hershey Cause Communications

Date ____________________________

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By ____________________________
RAQUEL BORDEN
Executive Assistant

Date ____________________________

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
HOUSE 47 LLC.

MARKETING & PUBLIC RELATIONS

CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
HOUSE 47, LLC
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated _____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and House 47, LLC (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

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| TOTAL | 100 |

Page 4 of 9 –House 47, LLC
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The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

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iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

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Attention: Lauren Skinner  
Library Public Relations and Marketing  
630 W. 5th Street  
Los Angeles, California 90071  
lskinner@lapl.org
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.

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SECTION 10 - NON-EXCLUSIVE AGREEMENT
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SECTION 11 - OWNERSHIP
A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.

B. The provisions of this article survive termination of this AGREEMENT.

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SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Andrea Vandom  
Title: Managing Partner  
Party: House 47, LLC  
Address: 849 S. Broadway, Suite 608  
Los Angeles, California 90014  
Telephone: (805) 709-6192  
Email: andrea@house47.com

B. LIBRARY'S DEPARTMENT 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, California 90071  
Telephone: (213) 228-7465  
Email: mrackley@lapl.org

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071  
Telephone: (213) 228-7565  
Email: ls Skinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 __________________________
ANDREA VANDOM
Managing Partner
House 47, LLC

Date __________________________

Date __________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By __________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By __________________________
RAQUEL BORDEN
Executive Assistant

Date __________________________

Date __________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: __________________________

Date: __________________________
McGregor Shott Inc.

MARKETING & PUBLIC RELATIONS CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
McGREGOR SHOTT, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ________________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and McGregor Shott, Inc. (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR's response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY's operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Branding
b. Campaigns
c. Copywriting and Editing
d. Creative Services

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

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

2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.

3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.
C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<tr>
<th>CRITERIA CATEGORY</th>
<th>MAXIMUM POINTS</th>
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<tr>
<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

D. 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 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.

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

**SECTION 7 - PAYMENT**

The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.
The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR's response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.

ii. Name and Address of City Department being billed (Library Department).

iii. Date of invoice and period covered.

iv. Agreement Number or Authority Number.

v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project.
Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.
B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Beth Shott  
Title: Principal  
Party: McGregor Shott, Inc.
Address: 24325 Main St., #101  
Newhall, California 91321  
Telephone: (661) 702-0765  
Email: beth@mcgregorshott.com

B. LIBRARY'S DEPARTMENT 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, California 90071  
Telephone: (213) 228-7465  
Email: mrackley@lapl.org
Formal notices to the LIBRARY, demands and communications shall be provided to the Library Department’s Representative with copies to the Library Department’s Project Manager below:

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
          Los Angeles, California 90071  
Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 ____________________________
BETH SHOTT
Principal
McGregor Shott, Inc.

Date ____________________________

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By ____________________________
RAQUEL BORDEN
Executive Assistant

Date ____________________________

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By: ____________________________

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AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
M. CHECKOWSKI UNLIMITED
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

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WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR's response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY's operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

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C. Sample Documents:
   1. Notice of Available Work
   2. Notice to Proceed
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The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

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The term of this AGREEMENT shall be for three (3) years.

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SECTION 5 - SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Change Management
f. Coalition-Building
g. Collateral Grassroots Materials and Printing Services
h. Communications Plans
i. Communications Staffing Counsel
j. Copywriting and Editing
k. Creative Services
l. Crisis Communications
m. Digital and Social Media
n. Direct Marketing Vehicles
o. Event Planning and Execution Services
p. Individualized Coaching
q. Initiative Statistical Tracking Services
r. Internal Communications Planning and Management
s. Marketing Plans
t. Media Buying
u. Media Relations
v. Message Development
w. Point-of-Sale/Work Fixtures and Wrapping
x. Research
y. Strategic Counsel
z. Strategic Planning and Organizational Strategy
aa. Trainings
SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:
   1. A plan responsive to the Notice of Available Work.
   2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
   3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
   4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

   i. Name and Address of CONTRACTOR.
   ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP
A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION
A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.
SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Matt Checkowski  
Title: CEO  
Party: M. Checkowski Unlimited  
Address: 1855 Industrial St., #107  
Los Angeles, California 90021  
Telephone: (213) 488-9397  
Email: Matt@TheD4D.com

B. LIBRARY'S DEPARTMENT 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, California 90071  
Telephone: (213) 228-7465  
Email: mrackley@lapl.org

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071  
Telephone: (213) 228-7565  
Email: ls Skinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By ____________________________  By ____________________________
BICH NGOC CAO  MATT CHECKOWSKI
President  CEO
Board of Library Commissioners  M. Checkowski Unlimited

Date ____________________________  Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________  By ____________________________
ARLETTA MARIA BRIMSEY  RAQUEL BORDEN
Deputy City Attorney  Executive Assistant

Date ____________________________  Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
EXHIBIT H

Attachment 2 of 2

9. Perceptiv, Inc.
10. Rogers Finn Partners
11. Tivevan, LLC
12. Trailer Park, Inc.
13. WeAreGiants. LLC
14. Wicked Bionic, LLC
15. Yes Design Group
16. Zeesman Communications, Inc.
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
PERCEPTIV, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or “BOARD”), and Perceptiv, Inc. (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Change Management
f. Coalition-Building
g. Collateral Grassroots Materials and Printing Services
h. Communications Plans
i. Communications Staffing Counsel
j. Copywriting and Editing
k. Creative Services
l. Crisis Communications
m. Digital and Social Media
n. Direct Marketing Vehicles
o. Event Planning and Execution Services
p. Individualized Coaching
q. Initiative Statistical Tracking Services
r. Internal Communications Planning and Management
s. Marketing Plans
t. Media Buying 
u. Media Relations
v. Message Development
w. Point-of-Sale/Work Fixtures and Wrapping
x. Research
y. Strategic Counsel
z. Strategic Planning and Organizational Strategy
aa. Trainings
SECTION 6 - NOTICE OF AVAILABLE WORK

The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

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

2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.

3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

<table>
<thead>
<tr>
<th>CRITERIA CATEGORY</th>
<th>MAXIMUM POINTS</th>
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<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

Page 4 of 9 –Perceptiv, Inc.
D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR's response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

   i. Name and Address of CONTRACTOR.
   ii. Name and Address of City Department being billed (Library Department).

Page 5 of 9 - Perceptiv, Inc.
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

   a. Name of personnel working on task.

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

   c. Rate per hour and total amount due.

   d. Signature of duly authorized officer.

   e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

   f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.
SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR’S REPRESENTATIVE

Name: Michele McCarthy
Title: Creative Director
Party: Perceptiv, Inc.
Address: 1146 N. Central Ave., #104
         Glendale, California 91202

Telephone: (213) 820-3437
Email: michelem@veryperceptiv.com

B. LIBRARY’S DEPARTMENT 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, California 90071

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

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

Name: Lauren Skinner
Title: Assistant Director of Public Relations and Marketing
Address: 630 W. 5th Street
         Los Angeles, California 90071

Telephone: (213) 228-7565
Email: ls Skinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By: ____________________________  By: ____________________________
   BICH NGOC CAO                  MICHELE MCCARTHY
   President                      Creative Director
   Board of Library Commissioners  Perceptiv, Inc.

Date__________________________  Date__________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: ____________________________  By: ____________________________
   ARLETTA MARIA BRIMSEY          RAQUEL BORDEN
   Deputy City Attorney            Executive Assistant

Date__________________________  Date__________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: __________________________

Page 9 of 9 –Perceptiv, Inc.
ROGERS FINN
PARTNERS
MARKETING & PUBLIC RELATIONS CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
ROGERS FINN PARTNERS
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

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WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

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Page 1 of 9 – Rogers Finn Partners
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C. Sample Documents:
   1. Notice of Available Work
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The term of this AGREEMENT shall be for three (3) years.

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iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:
   a. Name of personnel working on task.
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   c. Rate per hour and total amount due.
   d. Signature of duly authorized officer.
e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

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Library Public Relations and Marketing
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Los Angeles, California 90071
lskinner@lapl.org

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**SECTION 9 - TERMINATION**

Notwithstanding the provisions of Section 3.0 (“Term of Agreement”) 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.
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SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

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A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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A. CONTRACTOR'S REPRESENTATIVE

Name:    Matthew LeVeque
Title:    Partner
Party:    Rogers Finn Partners
Address:  1875 Century Park East, Suite 200
          Los Angeles, California 90067

Telephone:  (310) 552-4112
Email:    Matthew.LeVeque@finnpartners.com
B. **LIBRARY’S DEPARTMENT REPRESENTATIVE**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Madeleine M. Rackley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Library Business Manager</td>
</tr>
<tr>
<td>Party:</td>
<td>City of Los Angeles, Los Angeles Public Library</td>
</tr>
<tr>
<td>Address:</td>
<td>630 W. 5th Street</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, California 90071</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Lauren Skinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Assistant Director of Public Relations and Marketing</td>
</tr>
<tr>
<td>Address:</td>
<td>630 W. 5th Street</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, California 90071</td>
</tr>
</tbody>
</table>

| Telephone:  | (213) 228-7565                        |
| Email:      | ls Skinner@lapl.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.

*(SIGNATURE PAGE TO FOLLOW)*
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 ____________________________
MATTHEW LEVEQUE
Partner
Rogers Finn Partners

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By ____________________________
RAQUEL BORDEN
Executive Assistant

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
TIVEVAN, LLC
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and Tivevan, LLC (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 (“Scope of Work”) of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

C. Sample Documents:

1. Notice of Available Work
2. Notice to Proceed
3. Supplemental Notice to Proceed

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 (“Notice of Available Work”) of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 (“Scope of Work”) of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Research
b. Strategic Planning and Organizational Strategy

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
4. Any additional costs for materials, travel, or subcontractors.
C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

<table>
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<tr>
<th>CRITERIA CATEGORY</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
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<td>30</td>
</tr>
<tr>
<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

D. 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 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.

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

**SECTION 7 - PAYMENT**
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.
The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.
b. Hours spent on tasks and time sheet supporting charges (if applicable).
c. Rate per hour and total amount due.
d. Signature of duly authorized officer.
e. 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 Department Project
Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.
B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Cindy Chineduh-Edoka  
Title: Managing Director  
Party: Tivevan, LLC  
Address: 2372 Morse Ave., #313  
          Irving, California 92614

Telephone: (949) 484-7575  
Email: cindy@tivevan.com

B. LIBRARY'S DEPARTMENT 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, California 90071

Telephone: (213) 228-7465  
Email: mrackley@lapl.org
Formal notices to the LIBRARY, demands and communications shall be provided to the Library Department’s Representative with copies to the Library Department’s Project Manager below:

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071  
Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 ________________
CINDY CHINEDUH-EDOKA
Managing Director
Tivevan, LLC

Date ________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By ________________
RAQUEL BORDEN
Executive Assistant

Date ________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________

Date: ____________________
TRAILER PARK Inc.

MARKETING & PUBLIC RELATIONS
CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
TRAILER PARK, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ______________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or "BOARD"), and Trailer Park, Inc. (hereinafter “CONTRACTOR”) to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the “Parties”.

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 - SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Collateral Grassroots Materials and Printing Services
f. Communications Plans
g. Copywriting and Editing
h. Creative Services
i. Digital and Social Media
j. Direct Marketing Vehicles
k. Internal Communications Planning and Management
l. Message Development
m. Point-of-Sale/Work Fixtures and Wrapping

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:
1. A plan responsive to the Notice of Available Work.

2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.

3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
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<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
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<td><strong>TOTAL</strong></td>
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D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR's response to the Notice of Available Work as described in Section 6 ("Notice of Available Work") of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which
shall not exceed five-percent (5%) of CONTRACTOR's response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY's obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR's response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.

ii. Name and Address of City Department being billed (Library Department).

iii. Date of invoice and period covered.

iv. Agreement Number or Authority Number.

v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library  
Attention: Lauren Skinner  
Library Public Relations and Marketing  
630 W. 5th Street  
Los Angeles, California 90071  
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.
SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY

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

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: George Anderson
Title: President, Creative Services
Party: Trailer Park, Inc.
Address: 6922 Hollywood Blvd.
        Hollywood, California 90028
Telephone: (310) 845-8410
Email: Mike.tankel@trailerpark.com

B. LIBRARY'S DEPARTMENT 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, California 90071
Telephone: (213) 228-7465  
Email: mrackley@lapl.org

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071

Telephone: (213) 228-7565  
Email: iskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By ____________________________  By ____________________________
BICH NGOC CAO            GEORGE ANDERSON
President                President, Creative Services
Board of Library Commissioners  Trailer Park, Inc.

Date ____________________________  Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________  By ____________________________
ARLETTA MARIA BRIMSEY        RAQUEL BORDEN
Deputy City Attorney          Executive Assistant

Date ____________________________  Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
WeAreGiants LLC.

MARKETING & PUBLIC RELATIONS
CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
WEAREGIANTS, LLC
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ____________, is entered into by and between the City of
Los Angeles, a municipal corporation, acting by and through its Board of Library
Commissioners (hereinafter “LIBRARY” or “BOARD”), and WeAreGiants, LLC (hereinafter
"CONTRACTOR") to provide marketing and public relations services. The LIBRARY and
CONTRACTOR may be referred to herein individually as a "Party" or collectively as the
“Parties”.

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a
Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish
a pre-qualified list of on-call marketing and public relations consultants (Library Resolution
No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13,
2017, and found by LIBRARY staff to be responsive to the submittal requirements of the
RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen
(16) consultants, which included CONTRACTOR, to provide as-needed and as-requested
marketing and public relations consultant services to the LIBRARY (Library Resolution No.
2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to
perform marketing and public relations consultant services in accordance with the RFQ;
and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter
Section 1022, that it is more feasible to have the library materials provided and services
performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process
was performed and the BOARD found sixteen (16) contractors to be responsive and
qualified to perform the work requested and CONTRACTOR is one of those pre-qualified;
and,

WHEREAS, On November 8, 2018, the Board approved the award and execution
of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to
compensate CONTRACTOR for materials and services in accordance with this
AGREEMENT.

Page 1 of 9 –WeAreGiants, LLC
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

- Advertising
- Branded Giveaway Premiums
- Branding
- Campaigns
- Coalition-Building
- Collateral Grassroots Materials and Printing Services
- Copywriting and Editing
- Creative Services
- Digital and Social Media
- Direct Marketing Vehicles
- Event Planning and Execution Services
- Initiative Statistical Tracking Services
- Internal Communications Planning and Management
- Marketing Plans
- Media Buying
- Message Development
- Point-of-Sale/Work Fixtures and Wrapping
- Research
- Strategic Counsel
- Strategic Planning and Organizational Strategy
- Trainings
SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<td>Ability to perform the requested work by demonstrating an understanding of the needs of the Library.</td>
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<tr>
<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.

The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:
   a. Name of personnel working on task.
   b. Hours spent on tasks and time sheet supporting charges (if applicable).
   c. Rate per hour and total amount due.
   d. Signature of duly authorized officer.
   e. 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 Department Project Manager listed in Section 14.0 (“Contract Representatives”) of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.
   f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org
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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

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

B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.
SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Christopher P. Alves  
Title: Owner  
Party: WeAreGiants, LLC  
Address: 934 S. Broadway, #1002  
Los Angeles, California 90014

Telephone: (310) 666-8117  
Email: Chris@wearegiants.com

B. LIBRARY'S DEPARTMENT 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, California 90071

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

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071

Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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: ________________________________
    CHRISTOPHER P. ALVES
    Owner
    WeAreGiants, LLC
    ________________________________

Date______________________________

Date______________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: ________________________________
    ARLETTA MARIA BRIMSEY
    Deputy City Attorney
    ________________________________

By: ________________________________
    RAQUEL BORDEN
    Executive Assistant
    ________________________________

Date______________________________

Date______________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ________________________________

Date: ________________________________
WICKED BIONIC, LLC

MARKETING & PUBLIC RELATIONS SERVICES
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
WICKED BIONIC, LLC
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and Wicked Bionic, LLC (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR's response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY's operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 - SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branding
c. Communications Plans
d. Creative Services
e. Digital and Social Media
f. Marketing Plans
g. Media Buying
h. Message Development
i. Research

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
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<td><strong>TOTAL</strong></td>
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D. 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 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.

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

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.
The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

   i. Name and Address of CONTRACTOR.
   ii. Name and Address of City Department being billed (Library Department).
   iii. Date of invoice and period covered.
   iv. Agreement Number or Authority Number.
   v. Description of completed task(s) and amount due for task(s), including:

a. Name of personnel working on task.

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

c. Rate per hour and total amount due.

d. Signature of duly authorized officer.

e. 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 Department Project
Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.
B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY

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

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Dana Arnett
Title: President, CEO
Party: Wicked Bionic, LLC
Address: 1328 Westwood Blvd., #39
Los Angeles, California 90024

Telephone: (424) 294-2533
Email: dana@wickedbionic.com

B. LIBRARY'S DEPARTMENT 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, California 90071

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

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

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071  
Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
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 ____________________________
DANA ARNETT
President, CEO
Wicked Bionic, LLC

Date ____________________________

ACCEPTED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ____________________________
ARLETTA MARIA BRIMSEY
Deputy City Attorney

Date ____________________________

ATTEST:

ROBERT M._HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
YES DESIGN GROUP
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement dated ______________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “LIBRARY” or "BOARD"), and Yes Design Group (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the “Parties”.

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR’s response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY’s operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

SECTION 2 - 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 shall be resolved by considering the documents according to the following order of precedence:

A. This AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), (Exhibit A).

B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

SECTION 5 – SCOPE OF WORK
The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branded Giveaway Premiums
c. Branding
d. Campaigns
e. Collateral Grassroots Materials and Printing Services
f. Copywriting and Editing
g. Creative Services
h. Digital and Social Media
i. Message Development
j. Point-of-Sale/Work Fixtures and Wrapping

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

1. A plan responsive to the Notice of Available Work.
2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
3. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.

4. Any additional costs for materials, travel, or subcontractors.

C. LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

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<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

D. 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 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.

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

**SECTION 7 - PAYMENT**
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.
The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

SECTION 8 - BILLING AND INVOICES

A. 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 Department management, which approval shall not be unreasonably withheld. Payment shall be for services as detailed in CONTRACTOR’s response to the applicable Notice of Available Work (Exhibit C.1).

B. 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:

i. Name and Address of CONTRACTOR.
ii. Name and Address of City Department being billed (Library Department).
iii. Date of invoice and period covered.
iv. Agreement Number or Authority Number.
v. Description of completed task(s) and amount due for task(s), including:
   a. Name of personnel working on task.
   b. Hours spent on tasks and time sheet supporting charges (if applicable).
   c. Rate per hour and total amount due.
   d. Signature of duly authorized officer.
   e. 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 Department Project
Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

C. Invoices shall be submitted by CONTRACTOR to:

Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org

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.

SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

SECTION 10 - NON-EXCLUSIVE AGREEMENT
Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

SECTION 11 - OWNERSHIP

A. All documents and records (hereinafter collectively referred to as "documents") provided by the LIBRARY to CONTRACTOR shall remain the property of the LIBRARY and must be returned to the City upon termination of this AGREEMENT or at the request of the LIBRARY.
B. The provisions of this article survive termination of this AGREEMENT.

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

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Lori Posner  
Title: Founder, Chief Creative Officer  
Party: Yes Design Group  
Address: 4401 Wilshire Blvd., Suite 210  
Los Angeles, California 90010  

Telephone: (323) 330-9300  
Email: LJP@yesdesigngroup.com

B. LIBRARY'S DEPARTMENT 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, California 90071

Telephone: (213) 228-7465  
Email: mrackley@lapl.org
Formal notices to the LIBRARY, demands and communications shall be provided to the Library Department’s Representative with copies to the Library Department’s Project Manager below:

Name: Lauren Skinner  
Title: Assistant Director of Public Relations and Marketing  
Address: 630 W. 5th Street  
Los Angeles, California 90071  

Telephone: (213) 228-7565  
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By_________________________________        By_________________________________
    BICH NGOC CAO                        LORI POSNER
    President                            Founder, Chief Creative Officer
    Board of Library Commissioners         Yes Design Group

Date______________________________   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: _________________________
ZEESMAN
COMMUNICATIONS
MARKETING & PUBLIC RELATIONS
CONSULTANT
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
AND
ZEESMAN COMMUNICATIONS, INC.
FOR
MARKETING AND PUBLIC RELATIONS SERVICES

This Agreement, dated ____________, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "LIBRARY" or "BOARD"), and Zeesman Communications, Inc. (hereinafter "CONTRACTOR") to provide marketing and public relations services. The LIBRARY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the BOARD approved the issuance of a Marketing and Public Relations Consultant Request for Qualifications (RFQ) to establish a pre-qualified list of on-call marketing and public relations consultants (Library Resolution No. 2017-3 [C-3]); and,

WHEREAS, CONTRACTOR's response to the RFQ was received on April 13, 2017, and found by LIBRARY staff to be responsive to the submittal requirements of the RFQ; and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included CONTRACTOR, to provide as-needed and as-requested marketing and public relations consultant services to the LIBRARY (Library Resolution No. 2017-22 [C-21]); and,

WHEREAS, LIBRARY desires to now execute a contract with CONTRACTOR to perform marketing and public relations consultant services in accordance with the RFQ; and,

WHEREAS, On November 8, 2018 the BOARD found, in accordance with Charter Section 1022, that it is more feasible to have the library materials provided and services performed by independent contractors than by City of Los Angeles employees; and,

WHEREAS, The BOARD found, that a Request for Qualifications (RFQ) process was performed and the BOARD found sixteen (16) contractors to be responsive and qualified to perform the work requested and CONTRACTOR is one of those pre-qualified; and,

WHEREAS, On November 8, 2018, the Board approved the award and execution of an AGREEMENT with CONTRACTOR (Library Resolution No. 2018-XX [C-XX]); and,

WHEREAS, Funds are available in the LIBRARY's operating budget to compensate CONTRACTOR for materials and services in accordance with this AGREEMENT.
NOW, THEREFORE, In consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1 - DOCUMENTS
This AGREEMENT shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. AGREEMENT and the Standard Provisions for City Contracts (Rev. 10/17 [V3]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.

B. Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants attached hereto and incorporated herein by reference hereinafter as Exhibit B.

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

The abovementioned Sample Documents are incorporated herein by reference hereinafter as Exhibits C.1, C.2, and C.3. The process to select CONTRACTOR for specific marketing and public relations consultant services is detailed in SECTION 6 ("Notice of Available Work") of this AGREEMENT.

D. Proof of Insurance to provide marketing and public relations consultant services for LIBRARY are incorporated herein by reference hereinafter as Exhibit D.

All of the above Exhibits are on file with the Library Department Business Office 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.

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B. Section A.2 ("Scope of Work") of the Request for Qualifications No. 44-015 released by LIBRARY on January 13, 2017, for Marketing and Public Relations Consultants (Exhibit B).

D. Exhibit D-Proof of Insurance

SECTION 3 - TERM OF AGREEMENT
The term of this AGREEMENT shall be for three (3) years.

SECTION 4 - INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification requirements of this AGREEMENT are as provided in the Standard Provisions for City Contracts (Rev 10/17 [V.3]) (Exhibit A). CONTRACTOR shall provide and maintain proof of insurance as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17 [V.3]) (Exhibit A).

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The CONTRACTORS must be able to provide the types of marketing and public relations consultant services to the LIBRARY including, but not limited to the following activities, projects and assignments as more fully described in Exhibit B of this AGREEMENT:

a. Advertising
b. Branding
c. Collateral Grassroots Materials and Printing Services
d. Copywriting and Editing
e. Creative Services
f. Direct Marketing Vehicles
g. Message Development

SECTION 6 - NOTICE OF AVAILABLE WORK
The following describes the process that the LIBRARY will utilize to select CONTRACTORS for specific marketing and public relations consultant services during the term of this AGREEMENT:

A. LIBRARY, on an as-needed and as-requested 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 identified by LIBRARY staff. The Notice of Available Work will detail the requirements and information of the specific project including the objectives, deliverables, and the time frame for delivering the specific project deliverables.

B. Interested CONTRACTORS will respond with a written project proposal which must include:

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

2. A cost estimate. Costs may be presented by hourly rates of assigned personnel or by overall specific project costs.
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E. The LIBRARY reserves the right to not issue and/or to cancel any Notice of Available Work or a Notice to Proceed.

SECTION 7 - PAYMENT
The amount payable to CONTRACTOR for services and materials during the term of this AGREEMENT shall be as proposed in the CONTRACTOR’s response to the Notice of Available Work as described in Section 6 (“Notice of Available Work”) of this AGREEMENT and shall not exceed the proposed cost and any contingency included by LIBRARY which shall not exceed five-percent (5%) of CONTRACTOR’s response to the Notice of Available Work. Any such contingency must be approved in writing by the City Librarian or designee prior to incurring such contingent expenses.
The annual contract ceiling amount for the term of this AGREEMENT shall be Three-Million Dollars ($3,000,000). The LIBRARY’s obligation to make payments under this AGREEMENT shall be limited to the current appropriation(s) for this AGREEMENT. If the LIBRARY appropriates additional funds for this AGREEMENT, the LIBRARY’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the AGREEMENT. No amount of work or payment is guaranteed to CONTRACTOR by LIBRARY.

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Manager listed in Section 14.0 ("Contract Representatives") of this AGREEMENT. If invoice is insufficient or unsatisfactory, the Library Department Project 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.

f. 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.

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Los Angeles Public Library
Attention: Lauren Skinner
Library Public Relations and Marketing
630 W. 5th Street
Los Angeles, California 90071
lskinner@lapl.org

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SECTION 9 - TERMINATION
Notwithstanding the provisions of Section 3.0 ("Term of Agreement") 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.

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Nothing in this AGREEMENT shall be construed to mean that CONTRACTOR providing services to LIBRARY shall be the exclusive provider of such services. The LIBRARY retains the right to engage the services of and purchase materials from other vendors and/or contractors during the term of this AGREEMENT.

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B. The provisions of this article survive termination of this AGREEMENT.

SECTION 12 - DISCLOSURE INFORMATION

A. All documents and information provided to CONTRACTOR by the LIBRARY 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 LIBRARY or as required by law. CONTRACTOR shall immediately notify LIBRARY Representative identified in Section 14 ("Contract Representatives") below of any attempt by a third party to obtain access to documents or materials.

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

SECTION 13 - AMBIGUITY
Any ambiguity in this AGREEMENT shall not be interpreted against any one Party by virtue of that Party being drafter of the AGREEMENT.

SECTION 14 - 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 ten (10) days of such change.

A. CONTRACTOR'S REPRESENTATIVE

Name: Bonnie Nijst
Title: President, CEO
Party: Zeesman Communications, Inc.
Address: 6255 Sunset Blvd., Suite 1040
Los Angeles, California 90028

Telephone: (323) 658-8000, Ext. 206
Email: az@zesman.com

B. LIBRARY'S DEPARTMENT 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, California 90071

Telephone: (213) 228-7465
Email: mrackley@lapl.org
Formal notices to the LIBRARY, demands and communications shall be provided to the Library Department's Representative with copies to the Library Department's Project Manager below:

Name: Lauren Skinner
Title: Assistant Director of Public Relations and Marketing
Address: 630 W. 5th Street
          Los Angeles, California 90071

Telephone: (213) 228-7565
Email: lskinner@lapl.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.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

By____________________________________  By____________________________________

BICH NGOC CAO                  BONNIE NIJST
President                          President, CEO
Board of Library Commissioners      Zeesman Communications, Inc.

Date______________________________                        Date______________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By____________________________________  By____________________________________

ARLETTA MARIA BRIMSEY             RAQUEL BORDEN
Deputy City Attorney              Executive Assistant

Date______________________________                        Date______________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:____________________________________

Date:______________________________
Contract Exhibit B Section A2

of

RFQ 44-015

Marketing

and

Public Relations Consultants
A. PURPOSE OF REQUEST FOR QUALIFICATIONS

1. Introduction

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

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

2. Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Narrative of Project and Deliverables

Bid Due:  
Date  
Time  
Location

Email Bid To:  
LAPL Staff Email

Contact:  
LAPL Staff Name  
Section / Title  
Telephone Number

Please email any questions to the contact person identified above.

OVERVIEW

Project Budget

Project Timeline

Bid Submittal Requirements and Specifications
In order to be considered for this specific project, please submit the following for review and evaluation by the Library. Provide one (1) bound response to this Notice of Available Work to include:

*Submittal Requirements and Specifications including Cost*

The response must be a high-quality professional submission demonstrating the ability to perform this work in an accurate and efficient manner. The submission will be considered a work-sample for quality and accuracy purposes and will be evaluated accordingly.

Evaluation
The evaluation of submissions will be conducted by Library staff and scored in the four criteria stated in the chart below:

<table>
<thead>
<tr>
<th>CRITERIA CATEGORY</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to perform the requested work by demonstrating an understanding of the needs of the Library.</td>
<td>30</td>
</tr>
<tr>
<td>Ability to perform the requested work by demonstrating past experience on similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Ability to provide the requested work at a reasonable cost.</td>
<td>20</td>
</tr>
<tr>
<td>Submission of a high-quality, professional response demonstrating the ability to perform requested work.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
The submission which best meets the needs of the Library and the bid submittal requirements and specifications, and has the best cost for the Library will be recommended for award of a contract.

The selected Contractor will be notified of the award, and a *Term of Contract* will be submitted for review by the Mayor's Office and approval by the City Librarian.

**Exhibits**
All terms and conditions of the Marketing and Public Relations Consultant Agreement shall remain in full force and in effect.

THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

By:

[Signature]
Project Manager
Los Angeles Public Library

Date: ________________________________
CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

RE:  MARKETING AND PUBLIC RELATIONS SERVICES – NOTICE TO PROCEED
WITH NOTICE OF AVAILABLE WORK NO. YEAR-XXX

The Los Angeles Public Library has selected your response to Task Order No. YEAR-XXX released on DATE.

All work must be done in conformance with Agreement No. C-XXXXXXX between the Los Angeles Public Library and CONTRACTOR NAME and in your response to Task Order No. YEAR-XXX released on DATE.

Term of Project:
Cost / Pricing:

If you have any questions or require additional information, please contact STAFF NAME and TELEPHONE NUMBER.

Sincerely,

NAME
Los Angeles Public Library
Director of Public Information

cc: LAPL Business Office
CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

RE: MARKETING AND PUBLIC RELATIONS SERVICES – SUPPLEMENTAL NOTICE TO PROCEED WITH NOTICE OF AVAILABLE WORK NO. YEAR-XXX

On DATE, the Los Angeles Public Library issued a Notice to Proceed based on your response to Task Order No. YEAR-XXX released on DATE.

The following items are supplemental items which are to be completed as part of the aforementioned Notice to Proceed:

1. 
2. 
3. 

All work must be done in conformance with Agreement No. C-XXXXXXXX between the Los Angeles Public Library and CONTRACTOR NAME and in your submitted response to Task Order No. YEAR-XXX released on DATE.

If you have any questions or require additional information, please contact STAFF NAME and TELEPHONE NUMBER.

Sincerely,

NAME
Los Angeles Public Library
Director of Public Information

cc: LAPL Business Office
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 8, 2018

TO:                Board of Library Commissioners
FROM:              John F. Szabo, City Librarian
SUBJECT:           FISCAL YEAR 2019-20 PROPOSED LIBRARY BUDGET

A. RECOMMENDATION:

THAT the Board of Library Commissioners:

1. Approve the attached Proposed Library Budget submittal for Fiscal Year 2019-20 in the amount of $193,931,086 to fund Library services and programs and transmit the Proposed Library Budget to the Mayor.

2. Authorize the City Librarian to make any necessary technical revisions to the Proposed Library Budget.

3. Adopt the attached Resolution regarding the approval of the Proposed Library Budget submittal for FY 2019-20.

B. FINDINGS:

1. The Library’s Charter-mandated appropriation will increase by $12,997,731 in FY 2019-20 to $191,531,086. With an estimated $2,400,000 in revenue generated by the Library during the next fiscal year, the total FY 2019-20 available funding for the Library is $193,931,086.

2. The proposed budget includes funding for enhanced programs, outstanding collections, robust and innovative technology and increased opportunities for civic engagement. It also will advance the Library’s key initiatives and priorities, including:

   a. The Library Strategic Plan’s six goals, including outreach and promotion to enhance public awareness of the Library’s services and programs.

   b. Strengthen and enhance the Library’s growing information technology (IT) infrastructure and providing new IT equipment for the benefit of Library patrons.

   c. Increase funds for contract security guards and LAPD Overtime Patrol Units to continue to supplement the dedicated LAPD Security Officers at the Branch Libraries and Central Library.
d. Increase funds for Branch Libraries alterations and improvements, including replacement of air-conditioning units to provide more dependable cooling for the public during periods of extreme heat.

e. Increase funds for Central Library alterations and improvements.

f. Continue the implementation of the Library’s marketing plan.

3. The Library is requesting a total of seven (7) new Full-time Equivalent (FTE) positions to enhance public services and support Library operations.

4. The proposed budget includes an additional five (5) new FTE positions, expense items and equipment for a landscape maintenance crew to oversee the current contract landscape operations at the Branch Libraries, perform landscape maintenance, and respond to emergencies and urgent requests.

5. As stipulated by the City Charter, as a result of Measure L, the Library is responsible for the full repayment of its direct and indirect costs, such as building maintenance, utilities, security services, fleet services, and employee benefits. The attached Proposed Library Budget itemizes the direct and indirect costs. In FY 2019-20, the Library will pay an estimated total of $75,409,616 for related costs, which is 38.88 percent of the Library’s total proposed budget and 39.37 percent of the Library’s Charter-mandated appropriation.

Prepared by: Robert Morales, Senior Management Analyst
Deirdre Gomez, Senior Management Analyst

Reviewed by: Susan Broman, Assistant City Librarian
Madeleine M. Rackley, Library Business Manager
LOS ANGELES PUBLIC LIBRARY
FISCAL YEAR 2019-20
PROPOSED BUDGET

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Board Resolution
Executive Summary
Revenue Statement and Analysis
Financial Summary
Budget Packages

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<td>BP 3</td>
<td>Engagement and Learning Services</td>
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<td>BP 4</td>
<td>Information Technology</td>
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<td>BP 5</td>
<td>Outreach and Promotion</td>
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<td>BP 6</td>
<td>General Administration and Support</td>
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<tr>
<td>BP 7</td>
<td>Library Landscape Maintenance</td>
</tr>
</tbody>
</table>

Adjustments to Related Costs
November 8, 2018

LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, on November 8, 2018, the Board of Library Commissioners (Board) approved the Fiscal Year 2019-20 Proposed Library Budget in the amount of $193,931,086 to fund Library services and programs; and,

WHEREAS, the Fiscal Year 2019-20 Proposed Library Budget continues support of the six LAPL Strategic Plan goals, including outreach and promotion to enhance public awareness of the Library's services and programs, and the Library's key initiatives and priorities;

RESOLVED, That the Board of Library Commissioners approve for transmittal to the Mayor's Office the Fiscal Year 2019-20 Proposed Library Budget in the amount of $193,931,086, for funding Library services and programs; and,

FURTHER RESOLVED, That the Board authorize the City Librarian to make any necessary technical revisions to the Fiscal Year 2019-20 Proposed Library Budget.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:
BUDGET SUBMITTAL FY 2019-20

Executive Summary

The proposed budget submittal for Fiscal Year 2019-20 provides the Library with resources to advance the Mayor's goals, implement the Library's strategic and marketing plans, and enhance existing programs that meet the needs of our diverse communities citywide.

This proposed budget increases print and digital collections to meet a growing demand from Library patrons, upgrades and improves our critical technology infrastructure, increases funding for alterations and improvements and landscape maintenance to the Branch Libraries and Central Library, and expands our popular signature initiatives addressing student success, immigration and lifelong learning.

The proposed budget supports the Library’s Strategic Plan, which was created with extensive community and stakeholder input, and its six strategic goals:

- Cultivate and Inspire Young Readers
- Nurture Student Success
- Champion Literacy and Lifelong Learning
- Contribute to Los Angeles’ Economic Growth
- Stimulate the Imagination
- Strengthen Community Connections and Celebrate Los Angeles

The following summarizes the Library’s seven (7) budget packages for FY 2019-20 and identifies the Library’s strategic goals, as well as the Mayor’s Priority Outcomes with each package:

1. **Branch Library Services**
   This package funds an increase in the alterations and improvements program, provides three additional self-checkout machines at the busiest Branch Libraries, and provides additional overtime and as-needed salaries to minimize any impact on services to the public due to staff vacancies or absences. Priority outcomes:
   - Create a more livable and sustainable city.
   - Make Los Angeles the best run big city in America by providing outstanding customer service to our residents and businesses.

2. **Central Library Services**
   This package funds an increase in the alterations and improvements program, three new positions to directly serve the public and one position to assist in the coordination of the Library's Docent program. This package also provides funding
to support exhibitions and provides additional overtime and as-needed salaries to minimize any impact on services to the public due to staff vacancies or absences. Priority outcomes:

- Create a more livable and sustainable city.
- Make Los Angeles the best run big city in America by providing outstanding customer service to our residents and businesses.

3. **Engagement and Learning Services**
   This package funds a new position to manage and direct the Library’s community outreach and engagement initiative, and provides additional overtime to minimize any impact on services to the public due to staff vacancies or absences. Priority outcomes:
   - Create a more livable and sustainable city.
   - Make Los Angeles the best run big city in America by providing outstanding customer service to our residents and businesses.

4. **Information Technology**
   This package continues funding to support Library networks and technologies, provides support for the Library’s increased bandwidth and updates equipment used by the public and staff. Priority outcomes:
   - Make Los Angeles the best-run big city in America by providing outstanding customer service.

5. **Outreach and Promotion**
   This package provides additional funds to expand the Library’s New Americans Initiative, Latino Outreach, Library Awareness, and Young Adult and Children’s Services initiatives. Priority outcomes:
   - Create a more livable and sustainable city.
   - Make Los Angeles the best run big city in America by providing outstanding customer service to our residents and businesses.

6. **General Administration and Support**
   This package provides one position to support the Human Resources Section and funds for the Library’s Leadership Development Program. Funds are also provided for the Facility Master Plan. Priority outcomes:
   - Create a more livable and sustainable city.
   - Make Los Angeles the best run big city in America by providing outstanding customer service to our residents and businesses.

7. **Library Landscape Maintenance**
   This package provides five positions to establish a landscape maintenance crew to oversee the current contract landscape operations at the Branch Libraries, perform landscape maintenance, and respond to emergencies and urgent requests. Priority outcomes:
   - Create a more livable and sustainable city.
In addition to furthering the Library’s six Strategic Plan goals and the Mayor’s Priority Outcomes, these seven budget packages strengthen the Library’s many critical services, expand its outreach deeper into communities including those most in need, enhance significant programs that effectively address the most important challenges facing Angelenos, and continue to deliver on the promises made to the voters when they approved Measure L in 2011.

The Library’s Charter-required Measure L appropriation will increase by $12,997,731 from $178,533,355 in FY 2018-19 to $191,531,086 in FY 2019-20. This appropriation, together with an estimated $2,400,000 in revenue generated by the Library during the next fiscal year, brings the total FY 2019-20 available funding for the Library to $193,931,086.

As stipulated by the City Charter, as a result of Measure L, the Library will continue to be responsible for the full repayment of its direct and indirect costs, such as building maintenance, utilities, security services, fleet services, and employee benefits. Related costs will increase $2,137,239 in FY 2019-20 due to increased fringe benefits for employees, central services for support departments and increase security costs. The Library will pay an estimated total of $75,409,616 for related costs, which is 38.88 percent of the Library’s proposed budget and 39.37 percent of the Charter-mandated appropriation.
# LIBRARY DEPARTMENT

**Proposed Budget - Financial Summary**

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<tr>
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<td>$1,500,000</td>
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<td>$(2,000,000)</td>
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<td>$182,933,355</td>
<td>$10,997,731</td>
<td>$193,931,086</td>
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<td>$30,462</td>
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<td>$30,462</td>
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<td>5,219,525</td>
<td>1,031,382</td>
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<td>Operating Supplies</td>
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<td>Total Expense</td>
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<td>$15,151,619</td>
<td>$6,596,522</td>
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<td><strong>EQUIPMENT</strong></td>
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<td>Furniture, Office and Technical Eqpt.</td>
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<td>$1,384,743</td>
<td>$(1,302,804)</td>
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<td>--</td>
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<td>123,000</td>
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<td>Total Equipment</td>
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<td><strong>SPECIAL</strong></td>
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<td>$15,296,029</td>
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<td>Direct and Indirect Related Costs</td>
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<td>73,272,377</td>
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<td>Total Special</td>
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<td>Total Library</td>
<td>$172,686,809</td>
<td>$182,933,356</td>
<td>$10,997,731</td>
<td>$193,931,086</td>
</tr>
</tbody>
</table>
The Branch Library program provides public services at the 72 Branch Libraries, including: reference and information services, free public access computers, programs for children, teens, and adults, and circulation of Library materials such as books, DVDs, CD music, audio books and magazines.

This package promotes the Mayor's Priority Outcome to create a more livable and sustainable city by ensuring that Branch Libraries within the communities are well maintained, clean, safe and represent the City in an appropriate manner; that staff and funds are provided to ensure service needs are met; and, that the public has the ability to check out Library materials expeditiously at the busies Libraries.
FISCAL YEAR 2019-20 FUNDING REQUEST

Account 1070 / Salaries As-Needed

1. Salaries As-Needed – $300,000
   Increased funds in the amount of $300,000 are requested for As-Needed salaries staff at the Branch Libraries to cover vacancies caused by staff shortages due to retirements, promotions, transfers, employee illness, vacations or jury duty. The Library has historically transferred funds from salary savings throughout the year to meet staffing needs and minimize impact on services to the public. The Library does not anticipate sufficient salary savings in FY 2019-20 due to the filling of vacant positions.
   Related Costs - $40,140

Account 1090 / Salaries Overtime

2. Salaries Overtime – $35,000
   Increased funds in the amount of $35,000 are requested for overtime salaries for staff at the Branch Libraries to cover vacancies caused by staff shortages due to retirements, promotions, transfers, employee illness, vacations or jury duty. The Library has historically transferred funds from salary savings throughout the year to meet staffing needs and minimize impact on services to the public. The Library does not anticipate sufficient salary savings in FY 2019-20 due to the filling of vacant positions.

Account 3040 / Contractual Services

3. Alterations and Improvements - $3,029,970
   Additional funds in the amount of $3,029,970 are requested for alterations and improvements for Branch Libraries, an increase from $1,383,050 to $4,413,020. There are 72 Branch Libraries serving diverse communities throughout the City. The facilities are visible representations of the City and reflect the communities in which they are located. Repairs and maintenance of the Libraries are all important aspects in making the branch libraries appealing and inviting for residents, as well as addressing health and safety issues.

   The Library has budgeted funds in the amount of $1,383,050 for unplanned repairs (e.g., roof leaks, plumbing and electrical repairs, graffiti abatement, etc.) and planned improvements at the Branch Libraries. For FY 2019-20, the Library requests a one-time increase in funds in the amount $2,219,680 and an increase in the base budget of $810,290 (From $1,383,050 to $2,193,340) for the following:

   A. The Department of General Services (GSD) surveyed the Branch Libraries and provided a list of priority items that require funding for health and safety purposes in the amount of $2,219,680. (See Exhibit A).
B. Branch Library Services (BLS) has surveyed the Branch Managers and created a list of priority items that require $946,844 in funding to address both health and safety issues and cosmetic upgrades. (See Attachment B).

C. Additionally, regularly scheduled pressure washing at the Branch Libraries is necessary for health and sanitary purposes (72 Branch Libraries x 24 times per year x $432 per Branch Library = $746,496).

D. The 72 Branch Libraries historically require a minimum of $500,000 per fiscal year to address unplanned repairs and maintenance. This includes graffiti abatement, broken windows, broken doors, plumbing and electrical issues, lighting repair, and other unplanned repair and maintenance issues.

<table>
<thead>
<tr>
<th>FY 2019-20 Proposed A&amp;I Budget</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. GSD Planned Repairs</td>
<td>$2,219,680</td>
</tr>
<tr>
<td>B. BLS Planned Repairs</td>
<td>946,844</td>
</tr>
<tr>
<td>C. Pressure Washing</td>
<td>746,496</td>
</tr>
<tr>
<td>D. Unplanned Repairs</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>Total FY 2019-20 A&amp;I</strong></td>
<td><strong>$4,413,020</strong></td>
</tr>
<tr>
<td><strong>FY 2018-19 Base Budget</strong></td>
<td><strong>-1,383,050</strong></td>
</tr>
<tr>
<td><strong>FY 2019-20 Budget Request</strong></td>
<td><strong>$3,029,970</strong></td>
</tr>
</tbody>
</table>

**Account 7300 / Furniture, Office and Technical Equipment**

4. **Self-Checkout Machines (3) - $81,939**  
Funds in the amount of $81,939 are requested for three (3) self-checkout machines for the Branch Libraries. The self-checkout machines provide quicker service, have become popular with Library patrons, and allow staff to provide other Library services. (3 x $27,313 = $81,939)

5. **Deletion of FY 2018-19 One-Time Items - $(432,709)**  
Delete funds in the amount of $432,709 for one-time FY 2018-19 budgeted items in the Furniture, Office and Technical Equipment Account.

**TOTAL BRANCH LIBRARY SERVICES**  
**LIBRARY BUDGET PROGRAM DB4401**

**FY 2019-20 REQUEST: $3,054,340**
IMPACT
Failure to fund this package would result in the lack of sufficient funding for as-needed and overtime to minimize impact on services to the public due to staff vacancies or absences, address health and safety issues at Branch Libraries by funding alterations and improvements, and would deny the public the ability to check out Library materials expeditiously at the busiest Libraries.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Branch Library Name</th>
<th>Description of Work</th>
<th>Est. Amount (GSD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chatsworth</td>
<td>Install Pressure relief valve</td>
<td>$10,680.00</td>
</tr>
<tr>
<td>2</td>
<td>Sylmar</td>
<td>Replace Auto Sliding Door</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Sun Valley</td>
<td>Replace Lighting Control System (Lutron)</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Mid Valley</td>
<td>Replace Lighting fixtures</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Mar Vista</td>
<td>New HVAC Equipment &amp; Air distribution design.</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Venice</td>
<td>New Harsh Weather Environment HVAC Equipment &amp; Remote Accessibility.</td>
<td>$183,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Canoga Park</td>
<td>Replace A/C equipment and Add BAS (JCI)</td>
<td>$185,000.00</td>
</tr>
<tr>
<td>8</td>
<td>West Valley</td>
<td>Replace A/C equipment (6) and Add BAS (JCI)</td>
<td>$190,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Lake View Terrace</td>
<td>Replace Chiller and Upgrade BAS (JCI) to a newer version</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Atwater Village</td>
<td>Replace HVAC units</td>
<td>$180,000.00</td>
</tr>
</tbody>
</table>

**TOTAL - PRIORITY LEVEL 2:** $1,263,680.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Branch Library Name</th>
<th>Description of Work</th>
<th>Est. Amount (GSD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pacoima</td>
<td>Replace A/C equipment and Add BAS (JCI)</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2</td>
<td>John C. Fremont</td>
<td>Replace (1) condensing unit &amp; (2) Package units.</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Baldwin Hills</td>
<td>New HVAC Equipment &amp; Upgraded Controls.</td>
<td>$165,000.00</td>
</tr>
<tr>
<td>4</td>
<td>John Muir</td>
<td>New HVAC Equipment &amp; Controls w/ remote access.</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Robertson</td>
<td>New HVAC Equipment &amp; Controls w/ remote access.</td>
<td>$178,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Cypress Park</td>
<td>Replace HVAC units</td>
<td>$178,000.00</td>
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**TOTAL - PRIORITY LEVEL 3:** $956,000.00

**TOTAL PRIORITY LEVELS 2 AND 3:** $2,219,680.00
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<th>Branch Library Name</th>
<th>Description of Work</th>
<th>Est. Amount (GSD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pacoima</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
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<tr>
<td>2</td>
<td>Sun Valley</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>3</td>
<td>Goldwyn Hollywood</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>4</td>
<td>Pico Union</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>5</td>
<td>Echo Park</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>6</td>
<td>Eagle Rock</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>7</td>
<td>Westwood</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>8</td>
<td>West Los Angeles</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>9</td>
<td>TBA</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>10</td>
<td>TBA</td>
<td>Hand Dryers in Restroom</td>
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<tr>
<td>11</td>
<td>TBA</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>12</td>
<td>TBA</td>
<td>Hand Dryers in Restroom</td>
<td>$ 8,327.00</td>
</tr>
<tr>
<td>13</td>
<td>Jefferson</td>
<td>Electrical Outlets</td>
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<td>14</td>
<td>Studio City</td>
<td>Electrical Outlets</td>
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<tr>
<td>15</td>
<td>Sylmar</td>
<td>Electrical Outlets</td>
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<td>16</td>
<td>Arroyo Seco</td>
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<td>17</td>
<td>Silver Lake</td>
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<td>18</td>
<td>Venice</td>
<td>Electrical Outlets</td>
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<td>19</td>
<td>Platt</td>
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<td>20</td>
<td>Granada Hills</td>
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<tr>
<td>21</td>
<td>Granada Hills</td>
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<tr>
<td>22</td>
<td>Mark Twain</td>
<td>Carpeting</td>
<td>$ 45,500.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Branch Library Name</td>
<td>Description of Work</td>
<td>Est. Amount (GSD)</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>23</td>
<td>Vermont Square</td>
<td>Carpeting</td>
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<td>24</td>
<td>North Hollywood</td>
<td>Carpeting</td>
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<tr>
<td>25</td>
<td>Sunland Tujunga</td>
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<tr>
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<td>27</td>
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<td>Mar Vista</td>
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<td>Carpeting</td>
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<tr>
<td>30</td>
<td>Encino</td>
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<td>31</td>
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<td>Carpeting</td>
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<tr>
<td>32</td>
<td>Porter Ranch</td>
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<tr>
<td>33</td>
<td>Mark Twain</td>
<td>Interior Painting</td>
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<tr>
<td>34</td>
<td>Jefferson</td>
<td>Interior Painting</td>
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<td>35</td>
<td>North Hollywood</td>
<td>Interior Painting</td>
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<td>Valley Plaza</td>
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<td>37</td>
<td>Memorial</td>
<td>Interior Painting</td>
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<td>38</td>
<td>Wilshire</td>
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<td>39</td>
<td>Echo Park</td>
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<td>40</td>
<td>Little Tokyo</td>
<td>Interior Painting</td>
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<td>41</td>
<td>Hyde Park</td>
<td>Interior Painting</td>
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<tr>
<td>42</td>
<td>Westwood</td>
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</tr>
<tr>
<td>43</td>
<td>Chatsworth</td>
<td>Interior Painting</td>
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<tr>
<td>44</td>
<td>Woodland Hills</td>
<td>Interior Painting</td>
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</tr>
<tr>
<td>45</td>
<td>Malabar</td>
<td>Signage</td>
<td>$ 14,500.00</td>
</tr>
</tbody>
</table>

TOTAL - BLS PLANNED A&I: $ 946,844.00
The Central Library Services Program provides public services at the Central Library, including: reference and information services, free public access computers, programs for children, teens, and adults, and circulation of Library material such as books, DVDs, CD music, audio books and magazines.

The Central Library Services Program also provides free access to an array of educational, recreational, and informational materials in multiple formats designed to meet the diverse needs of the community, including areas for children and young adults, and activities for adults, the homeless and at-risk individuals.

Library programs offered in collaboration with the Engagement and Learning Services Program include adult literacy, early literacy, job hunting, financial literacy, and citizenship assistance, as well as public lectures, performances, computer classes, job fairs, exhibits, and college workshops for students.

The Library provides communities with free access to information and technology in an inviting and secure environment, which allows residents the opportunity to improve their lives, their opportunities, and their communities. The Library also maintains the Central Library as a culturally historic building for the public to visit and enjoy as an icon of the City of Los Angeles.
FISCAL YEAR 2019-20 FUNDING REQUEST

Account 1010 / Salaries General

1. **Library Assistant I - $47,202**
   Funds and authority are requested for one position of Library Assistant I (Class Code 1172-1) for the Literature and Fiction Department. The position will oversee the materials processing functions and will develop procedures and training materials, plan and direct work of staff in the cataloging/classification functions, and supervise the public service desk in Access Services, Information Desk and the Computer Center. In addition, the position will catalog materials in various formats and categories utilizing online tools such as OCLC, IN MAGIC, and CARL ITSi databases.
   Related Costs - $30,813

2. **Library Assistant I - $47,202**
   Funds and authority are requested for one position of Library Assistant I (Class Code 1172-1) for the Digitization and Special Collection Department/Photo Collection. The position will oversee the materials processing functions and will develop procedures and training materials, plan and direct work of staff in the cataloging/classification functions, and supervise the public service desk in Access Services, Information Desk and the Computer Center. In addition, the position will catalog materials in various formats and categories utilizing online tools such as OCLC, IN MAGIC, and CARL ITSi databases.
   Related Costs - $30,813

3. **Librarian II - $63,941**
   Funds and authority are requested for one position of Librarian II (Class Code 6152-2) in the International Languages Department. The Librarian II will manage the Korean collection, long-term loans, magazine subscriptions, and liaison for purchasing Korean language materials. The position will also catalog materials in various formats and categories utilizing online tools such as OCLC, IN MAGIC, and CARL ITSi databases. In addition, the Librarian II will coordinate Library programs and classes for patrons, provide Korean language instruction, host computer classes in Korean, and conduct outreach into the Korean communities.
   Related Costs - $47,741

4. **Administrative Clerk - $39,077**
   Funds and authority are requested for one position of Administrative Clerk (Class Code 1358) to coordinate the day-to-day operation of the Library volunteer docents. The position will coordinate, schedule, and book tours for docent volunteers; gather and distribute docent training materials and manuals; create and mail printed invitations for docent events; coordinate catering/vendors for docent events; and track RSVP's for docent events. The AC will maintain recordkeeping of and distribute parking reimbursements for docents. The AC will work with professional staff in coordinating and scheduling tours and will perform other related clerical duties as assigned. The AC will process and issue new service badges for docents.
   Related Costs - $25,510
Account 1070 / Salaries As-Needed

5. **Salaries As-Needed – $200,000**
   Increased funds in the amount of $200,000 are requested for As-Needed staff at the Central Library to cover vacancies caused by staff shortages due to retirements, promotions, transfers, employee illness, vacations or jury duty. The Library has historically transferred funds from salary savings throughout the year to meet staffing needs and minimize impact on services to the public. The Library does not anticipate sufficient salary savings in FY 2019-20 due to the filling of vacant positions.
   Related Costs - $26,760

Account 1090 / Salaries Overtime

6. **Salaries Overtime – $25,000**
   Increased funds in the amount of $25,000 are requested for overtime for staff at the Central Library to cover vacancies caused by staff shortages due to retirements, promotions, transfers, employee illness, vacations or jury duty. The Library has historically transferred funds from salary savings throughout the year to meet staffing needs and minimize impact on services to the public. The Library does not anticipate sufficient salary savings in FY 2019-20 due to the filling of vacant positions.

Account 3040 / Contractual Services

7. **Alterations and Improvements - $184,509**
   Increase funding in the amount of $184,509 for various alterations and improvements in the Central Library, from $543,804 to $728,313. The Central Library was completed in 1926 with the addition of the new wing completed in 1993. The Central Library is designated as Los Angeles Historic Cultural Monument No. 46 and is listed in the National Register of Historic Places. Increased funds are necessary to immediately address unplanned repairs and correct unsafe working conditions, health hazards and building code violations.

8. **Deletion of FY 2018-19 One-Time Items - $(579,700)**
   Delete funds in the amount of $579,700 for one-time FY 2018-19 budgeted items in the Contractual Services Account.

Account 6020 / Operating Supplies

9. **Exhibit Funding - $100,000**
   Funds in the amount of $100,000 are requested for supplies and other items to enhance exhibits at the Central Library. Exhibits in Libraries stimulate the community's interest in the world of ideas, encourage collaborative discussion, encourage research in the Library's collections and can attract people that have not recently visited a library. Exhibits also provide the Library the opportunity to showcase the wealth of resources available at the Central Library.
10. Way-finding Signage - $100,000
One-Time Funds in the amount of $100,000 are requested to assess, update, and implement way-finding signage throughout the public and non-public areas. Signage is currently problematic due to the size and layout of Central Library. Way-finding signage will improve the ability of patrons to navigate throughout the Central Library and improve access to services and Library material. Well-placed and appropriate signage will improve the efficiency of how the public and staff navigate throughout the building, which further supports our overall mission statement to provide easy access to all patrons.

11. Deletion of FY 2018-19 One-Time Items - $(25,500)
Delete funds in the amount of $25,500 for one-time FY 2018-19 budgeted items in the Operating Supplies Account.

Account 7300 / Furniture, Office and Technical Equipment

12. Deletion of FY 2018-19 One-Time Items - $(122,826)
Delete funds in the amount of $122,826 for one-time FY 2018-19 budgeted items in the Furniture, Office and Technical Equipment Account.

TOTAL CENTRAL LIBRARY SERVICES
LIBRARY BUDGET PROGRAM DB4402

FY 2019-20 REQUEST: $234,542

IMPACT
Failure to fund this package would result in the lack of sufficient funding for As-Needed and overtime for staff to minimize impact on services to the public due to staff vacancies or absences; a reduction in the ability of the Library to address health and safety issues at the Central Library through alterations and improvements; and, would impact the Library’s ability to provide exhibits and significant services to the public.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
ENGAGEMENT AND LEARNING SERVICES

BUDGET PROGRAM DB4403

The Engagement and Learning Services Program develops, monitors, coordinates and evaluates Library programs and services for the entire Library Department including Volunteer Services, Homeless Engagement, Adult Services, Young Adult Services, Children's Services, Adult Literacy, Veteran Engagement, Financial Literacy, Career Online High School, Immigrant Integration, and Mobile Outreach.

The Engagement and Learning Services Program is in the process of hiring 22 Community Program Assistants to serve as Adult Literacy Coordinators at our 21 Adult Literacy Centers; in addition, the Adult Literacy Centers are receiving updated computers and printers in FY 2018-19.

 Newly purchased laptops, mobile hotspots, and other technology are being deployed to use with patrons in STEAM workshops, free tax services, New Americans Centers, and, by the end of the fiscal year, the Mobile Outreach vehicles. Additionally, approximately 50,000 Student Success Library Cards will be delivered to LAUSD local districts in fall 2018, with thousands of cards going out to schools throughout the year.

The Engagement and Learning Services Program will be adding one more New American Center this fiscal year, bringing the total to seven, and will continue to staff the space with immigration specialists from partner organizations.
FISCAL YEAR 2019-20 FUNDING REQUEST

Account 1010 / Salaries General

1. Community Program Assistant III – $60,375
   Funds and authority are requested for one position of Community Program Assistant III (CPA-III) (Class Code 2501-3) to supervise, evaluate, train and coordinate the activities of the Community Program Assistants that operate the Library’s Adult Literacy Program. The CPA-III will develop and implement Department standards, assist in conducting workshops and develop a community and a City-wide action plan to meet the needs of the communities served by the Adult Literacy Program. The CPA-III will also assist in developing and implementing strategies, and will create networks to enhance and augment the program for adults and their families. The CPA-III will gather and compile statistical data for family literacy activities, services and events for reporting and grant compliance.
   Related Costs - $39,413

2. Senior Librarian - $75,753
   Funds and authority are requested for one position of Senior Librarian (Class Code 6153) to supervise and coordinate the activities of the Community Outreach Program. The position will assist the Principal Librarian with planning, directing, and coordinating the scheduling, staffing, programming and collections of the three Mobile Library Vehicles; supervise subordinate Mobile Library staff and bilingual outreach Librarians, which includes hiring, training, and staff development, staff schedules, work assignments and supervision; assist and lead staff meetings; work with other LAPL divisions to support efforts to develop, foster; and market system-wide initiatives within the context of the Mobile Outreach Vehicle Program. The Senior Librarian will also develop and maintain effective relationships and interact regularly with the Mayor’s Office, community partner organizations, other City departments and government organizations, and will speak before local community organizations and professional associations to explain current and future Library initiatives.
   Related Costs - $49,452

Account 1090 / Salaries Overtime

3. Salaries Overtime – $15,000
   Increased funds in the amount of $15,000 are requested for overtime for staff in the Engagement and Learning Services Division to cover vacancies caused by staff shortages due to retirements, promotions, transfers, employee illness, vacations or jury duty. The Library has historically transferred funds from salary savings throughout the year to meet staffing needs and minimize impact on services to the public. The Library does not anticipate sufficient salary savings in FY 2019-20 due to the filling of vacant positions.
Account 3040 / Contractual Services

4. **Reduction of FY 2018-19 Funding - $(100,000)**
   Reduce funds in the amount of $100,000 for New Citizenship Walk-In Centers in the FY 2018-19 Contractual Services Account (Item No. 9).

Account 6010 / Office and Administrative

5. **Reduction of FY 2018-19 Funding - $(55,068)**
   Reduce funds in the amount of $55,068 for Adult Literacy computer upgrades ($29,826) and printers ($25,242).

Account 6020 / Operating Supplies

6. **Reduction of FY 2018-19 Funding - $(1,311)**
   Reduce funds in the amount of $1,311 for New Americans Smart TV in the FY 2018-19 Operating Supplies Account.

STAFF ENHANCEMENT

7. **Paygrade Upgrade – Community Program Assistant I to Community Program Assistant II**
   Authority is requested to-paygrade upgrade 12 positions of Community Program Assistant I (Class Code 2501-1) to Community Program Assistant II (Class Code 2501-2). This request is made to ensure the appropriate paygrade reflects the current duties and responsibilities as the Community Program Assistant I positions are required to direct and instruct the volunteers in the Library’s Adult Literacy Program. No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2019-20.

TOTAL ENGAGEMENT AND LEARNING SERVICES
LIBRARY BUDGET PROGRAM DB4403

FY 2019-20 REQUEST: $83,614

IMPACT
Failure to fund this package would result in the lack of sufficient funding to minimize impact on services to the public due to staff vacancies or absences and would fail to provide the appropriate oversight and management of the Community Outreach Program which provides services to the communities which are in most need of services.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
TECHNOLOGY SUPPORT

BUDGET PROGRAM DB4449

The Technology Support program develops and maintains the Library's public service website, Information Technology (IT) systems, and web-based resources and services and is responsible for the acquisition, cataloging and process of all Library materials and electronic resources.

This package promotes the Mayor's Priority Outcome to create a more livable and sustainable city by ensuring that Branch Libraries within the communities are well maintained, clean, safe and represent the City in an appropriate manner; that staff and funds are provided to ensure service needs are met; and, electronic devices and equipment are available to staff and patrons.
FISCAL YEAR 2019-20 FUNDING REQUEST

Account 3040 / Contractual Services

1. Network Switches for PCI Compliance - $500,040
   One-Time funds are requested to replace outdated ten year-old network switches for Central Library’s communication rooms to provide compliance with Payment Card Industry (PCI) standards.

2. Fiber Connection and Communication - $450,000
   One-Time funds are requested for new dedicated fiber connections and communication hardware and software to support the Branch Libraries and Central Library for backup and disaster recovery.

3. Network Cabling Repairs - $225,000
   One-Time funds are requested to continue to provide CAT 6 cabling upgrades for five (5) Branch Libraries.

4. Network Switch Connectors - $22,500
   One-Time funds are requested for new network switch connectors to accommodate higher network speed.

5. Deletion of FY 2018-19 One-Time Items - $(524,400)
   Delete funds in the amount of $524,400 for one-time FY 2018-19 budgeted items in the Contractual Services Account.

Account 6010 / Office and Administrative

6. Increases to Base Budget - $85,630
   Additional funding is requested in the base budget to account for increase in annual licenses and maintenance costs for software and hardware (See Attachment A).

7. Public Computers Replacement (2,300) - $1,259,250
   One-Time funds are requested to replace 2,300 public computers which are 10 years or older. This replacement will allow Library patrons to take full advantage of the increased bandwidth the Library has recently installed. ($547.50 x 2,300)

8. Computer Monitor Privacy Screens (1,700) - $148,920
   One-Time funds are requested to provide privacy screens for the public computers to allow patrons to view items in a more private manner. ($87.60 x 1,700)

9. Cloud Management Subscription - $109,500
   Provide funds for an annual subscription to manage the 2,300 public computers. Funds will be placed in the base budget for annual renewal.
10. **Network Wireless Controllers Annual License Renewal - $95,000**
Funds are requested for the network wireless controllers maintenance and support annual license. Funds will be placed in the base budget for annual renewal.

11. **Digital Content Team and Training Section Expense Items - $90,000**
Funds are requested for the Digital Content Team and Training Section for expense items to support those programs.

12. **Personal Computers for Staff (50) - $87,600**
One-Time funds are requested to provide 50 new computers for new employees and existing staff without a dedicated computer.

13. **Sophos Endpoint Protection Antivirus Annual License – $58,000**
Funds are requested for the annual license to provide an antivirus protection for staff and public computers and servers. Funds will be placed in the base budget for annual renewal.

14. **Handheld Scanners (200) - $32,850**
One-Time funds are requested to provide 200 handheld barcode scanners for staff computers that currently do not have the ability to scan Library materials.

15. **Professional Technical Services (Gartner) - $32,850**
Funds are requested for professional technical services for various IT related topics to provide Library IT managers with information to make decisions and plans for critical paths and new IT recommendations. Funds will be placed in the base budget for annual renewal.

16. **Internet Annual Subscription License - $30,000**
Funds in the amount of $30,000 are requested for the annual Internet subscription for CENIC Califa 100GB. Funds will be placed in the base budget for annual renewal.

17. **Digital Media Lab Hardware Support Maintenance License - $29,565**
Funds are requested to provide maintenance support for all digital media lab hardware. Funds will be placed in the base budget for annual renewal.

18. **Migration Image Deployment – $24,638**
Funds in the amount of $24,638 are requested for Windows 10 migration image deployment. Funds in the amount of $8,000 will be placed in the base budget for annual renewal.

19. **Adobe Acrobat DC Software for Editing - $19,163**
Funds in the amount of $19,163 are requested to provide editing software licensing to allow staff to edit pdf files. Funds will be placed in the base budget for annual renewal.
20. **Adobe Creative Cloud Suite - $17,520**
   One-Time funds are requested to provide staff with Adobe Photoshop, Premiere and the ull suite for images and photographs.

21. **Adobe Photoshop License - $1,916**
   Funds are requested to provide staff with Adobe Photoshop. Funds will be placed in the base budget for annual renewal.

22. **Iron Mountain Data Back-Up Services (Cloud DR) - $16,425**
   Funds are requested to provide Cloud DR backup services for all virtualization infrastructure and Help Desk system. This request is to continue Library operations in the event of disaster striking Los Angeles and to ensure no data loss for critical systems and to ensure recovery time is minimal. Funds will be placed in the base budget for annual renewal.

23. **Maas 360 MDM Solution (Continue Funding) - $12,045**
   Funds are requested to provide mobile device management for all mobile devices such as to iPads, Laptops, Android devices and other mobile devices. Funds will be placed in the base budget for annual renewal.

24. **Scanner Annual License and Maintenance Support - $11,886**
   Funds are requested for annual license and maintenance support for the Library's TBS scanners. Funds will be placed in the base budget for annual renewal.

25. **ST View Scanner Maintenance Support - $9,855**
   Funds are requested to provide maintenance support for the microfilm readers in the Central Library subject departments. Funds will be placed in the base budget for annual renewal.

26. **Cloud Software Tools License Fee (Klaxoon) - $5,475**
   Funds are requested for the annual license of the cloud base meeting collaboration software tools. Funds will be placed in the base budget for annual renewal.

27. **Veloxity Annual License and Maintenance Support - $4,380**
   Funds are requested for the annual license and maintenance support of the Veloxity charging station equipment for patron use. Funds will be placed in the base budget for annual renewal.

28. **HP Sprout Maintenance Support - $4,106**
   Funds are requested for maintenance support of the HP Sprout station for staff and public use. Funds will be placed in the base budget for annual renewal.

29. **Teamview Corp Remote Software Tools - $3,614**
   Funds are requested for remote software tools use for remote troubleshooting of the KIC Scanners, Tech Kiosk, and HP Sprout. Funds will be placed in the base budget for annual renewal.
30. **Dtech Annual License and Maintenance Support - $2,738**
   Funds are requested for the annual license and maintenance support of the laptop Tech Kiosk Dtech system. Funds will be placed in the base budget for annual renewal.

31. **Laptop Theft Prevention and Recovery Support - $2,602**
   Funds are requested to provide laptop theft prevention on various Tech Kiosk loaner laptops and allow for theft recovery. Funds will be placed in the base budget for annual renewal.

32. **Self-Check System Maintenance Support - $2,409**
   Funds are requested to provide maintenance support for the central management monitoring system for Self-Checkout systems. Funds will be placed in the base budget for annual renewal.

33. **Laptop Back Up Software (True Image 2019) - $548**
   Funds are requested for laptop backup software needed for all laptop image back-up and deployment for Student Zones laptops and various outreach programs. Funds will be placed in the base budget for annual renewal.

34. **Deletion of FY 2018-19 One-Time Items - $(461,035)**
   Delete funds in the amount of $461,035 for one-time FY 2018-19 budgeted items in the Office and Administrative Account.

**Account 7300 / Furniture, Office and Technical Equipment**

35. **Deletion of FY 2018-19 One-Time Items - $(829,208)**
   Delete funds in the amount of $829,208 for one-time FY 2018-19 budgeted items in the Furniture, Office and Technical Equipment Account.

**Account 9010 / Library Materials**

36. **Increases to Library Materials - $1,015,043**
    Add funding in to the Library Materials account to respond to the increase in demand for digital Library materials, and patron driven acquisition of print and digital Library materials.

37. **Deletion of FY 2018-19 One-Time Items - $(15,403)**
    Delete funds in the amount of $15,403 for one-time FY 2018-19 budgeted items in the Library Materials Account.
STAFF ENHANCEMENT

38. Paygrade Upgrade – Programmer Analyst II to Programmer Analyst IV
Authority is requested for the Paygrade Upgrade of one Programmer Analyst II position (Class Code 1431-2) to one Programmer Analyst IV position (Class Code 1431-4). The position will plan, coordinate and lead technical staff on all activities related to design, development and implementation of Library information systems and software applications. The position will also perform complicated and highly technical analysis and critical tasks in the design, development, maintenance and management of various application servers and web servers. The Reclassification is necessary in order to provide accurate compensation for the high level duties performed by the position.

No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2018-19.

39. Paygrade Upgrade – Librarian II to Librarian III
Authority is requested for the Paygrade Upgrade of one Librarian II position (Class Code 6152-2) to one Librarian III (Class Code 6152-3). The position will train Library staff on creating content for the web and other topics related to digital information delivery and developing training materials for new tools and projects. The Reclassification is necessary in order to provide accurate compensation for the high level duties performed by the position.

No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2018-19.

TOTAL BRANCH LIBRARY SERVICES
LIBRARY BUDGET PROGRAM DB4401

FY 2019-20 REQUEST: $2,581,382

IMPACT
Failure to fund this package would result in the lack of sufficient funding for licenses and maintenance support for critical systems for the public and Library staff. Further, the Library would not have sufficient resources to meet the increasing public demand for electronic media.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
LOS ANGELES PUBLIC LIBRARY
FY 2019-20 PROPOSED BUDGET

OUTREACH AND PROMOTION

BUDGET PROGRAM DB4450

Outreach and promotion are so important that the Library's Strategic Plan identifies them as essential to all six strategic goals. Dynamic marketing, promotion and outreach are critical to achieving these goals and engaging residents in Library programs to enrich their lives.

A poll of more than 11,000 Los Angeles residents revealed a lack of public awareness about Library services in several key demographics. The Los Angeles Public Library serves the largest and most diverse urban population of any Library in the nation, and increased funding for this Program will provide additional outreach to the City's various communities to market and promote the Library's valuable programs and services citywide. With 73 facilities spread throughout the City, the Library strives to tailor messaging to all populations served.

With the requested funds, the Library will continue to implement the marketing plan and promote its extensive programs and services, including those that help people find jobs, improve their health and well-being, become citizens, boost their financial literacy, receive live homework help, and build early childhood and adult literacy skills. The Library seeks to enhance and expand promotion of these services, particularly to the target audiences in the community who will most benefit from the offerings.

Current campaigns for the Library's Career Online High School and New Americans Initiative are already reaching people and making a difference. Website engagement about these programs is up almost 500 percent, and people are following through by taking action. Enrollment in these programs is increasing as people strive to improve their circumstances.

Continuing to invest in outreach and promotion will raise awareness of and participation in these programs and also allow more residents to take advantage of the Library's services that can be accessed anytime, from anywhere. The Library's extensive e-media offerings can provide life-changing assistance along with a wealth of education and entertainment options that can be streamed or downloaded.

This outreach and promotion budget package continues the Library's support of the Mayor's efforts to provide outstanding customer service to our residents and businesses and create a more livable and sustainable city.
DESCRIPTION OF FUNDING REQUEST

1. Public Relations and Marketing - $200,000
   Additional funds in the amount of $200,000 are requested to increase awareness of Library programs and initiatives, such as: the New Americans Initiative, Career Online High School, Young Adult and Children’s Services, and general Library awareness.

   In addition, funds are requested to be moved from the Printing and Binding Account 2120 ($200,000) and the Office and Administrative Account 6010 ($851,000) to the Contractual Services Account 3040 to increase the use of the Public Relations and Marketing Consultant contracts approved by the Board of Library Commissioners.

<table>
<thead>
<tr>
<th>FY 2018-19</th>
<th>Adjust / Request</th>
<th>FY 2019-20</th>
</tr>
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<tr>
<td>Account 2120</td>
<td>$350,000</td>
<td>$ (200,000)</td>
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<td>Account 3040</td>
<td>890,000</td>
<td>1,251,000</td>
</tr>
<tr>
<td>Account 6010</td>
<td>1,051,000</td>
<td>(851,000)</td>
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<tr>
<td>TOTAL Request</td>
<td>$2,291,000</td>
<td>$ 200,000</td>
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</table>

   The additional funds and account adjustments will allow the Library to continue implementation of the marketing plan and promotion of its extensive programs and services, including those that help people find jobs, improve their health and well-being, become citizens, boost their financial literacy, receive live homework help, and build early childhood and adult literacy skills. The Library seeks to expand the promotion of these services particularly to the communities who will best benefit from the services.

   Increased outreach and promotion will also allow more residents to take advantage of the expanded e-media services being offered by the Library, including streaming and downloadable content.

STAFF ENHANCEMENT

2. Paygrade Upgrade - Librarian II to Librarian III
   Authority is requested for one (1) paygrade upgrade from Librarian II (Class Code 6152-2) to Librarian III (Class Code 6152-3) in the Public Relations and Marketing Office. This request is made to ensure the appropriate paygrade reflects the current duties and responsibilities.
The current Librarian II is the sole manager and subject matter expert for social media involving all of the Los Angeles Public Library. The Librarian II promotes programs and services on all platforms (e.g., Twitter, Facebook, etc.) using the main accounts for the Library system, including responding to any and all public interaction. Uniquely qualified to spearhead these efforts, the Librarian II has elevated LAPL’s online profile and increased engagement with the public by incorporating new features, including video content.

In addition, the Librarian II is responsible for overseeing all Branch Library social media accounts. As the Library’s subject matter expert on social media, the Librarian II provides on-site and remote training for Branch Librarians who are authorized to post on behalf of their individual agencies. Monitoring all of this interaction is a tremendous responsibility, and by its very nature, the public-facing implications are significant. Navigating potentially controversial subject matter can be challenging, and the Librarian II must possess excellent judgment and is trusted to preserve the Library’s outstanding reputation by directing staff accordingly.

With the adoption of LAPL’s marketing plan, and the ambitious campaigns the Public Relations & Marketing Office has undertaken as part of its implementation, the Librarian II coordinates outreach efforts by reviewing and making recommendations for social media content generated by consultants contracted with the Library who are charged with highlighting Library campaign initiatives. The Librarian II’s expertise is invaluable in identifying and executing strategies and tactics that produce optimal results in engaging patrons online.

No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2018-19.

3. Paygrade Upgrade - Graphic Designer II to Graphic Designer III
Authority is requested for one (1) paygrade upgrade from Graphic Designer II (1670-2) to Graphic Designer III (1670-3) in the Public Relations and Marketing Office. This request is made to ensure the appropriate paygrade reflects the current duties and responsibilities.

The Graphics Designer II is the sole manager of the Los Angeles Public Library’s visual brand and is responsible for the creation of all major publications from initial layout through printing and provides graphic design support for the entire department, including Central Library, 72 Branch Libraries and for all system-wide initiatives. In this role, the Graphics Designer II works independently to provide and maintain a consistent visual look for all Library collateral material, and for directing staff accordingly.

This position requires design, coordination and preparation of ads, posters, brochures, displays, signs and exhibits for promoting programs and services, including the New Americans Initiative and Career Online High School, two of the Mayor’s high-profile, priority projects. The Graphics Designer II also creates
administrative and technical reports, presentations and infographics as needed. The Graphics Designer II coordinates numerous complex assignments and ensures the delivery of an excellent product in a timely manner.

In addition, the Graphics Designer is also responsible for overseeing all Branch Library generated graphics. Under the supervision of the Graphics Designer II, the Los Angeles Public Library is launching a web-based design platform to assist Branch Library staff create simple flyers and calendars as needed. The Graphics Designer II is responsible for developing templates that reflect the Library’s visual brand guidelines. The Graphic Designer II also assists with training staff and sharing best practices.

No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2018-19.

**TOTAL OUTREACH AND PROMOTION**  
**LIBRARY BUDGET PROGRAM DB4450**

FY 2019-20 REQUEST: $200,000

**IMPACT**
Failure to fund this package will result in a lack of awareness about the Library among residents who would benefit most from the Library’s valuable programs and services.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
GENERAL ADMINISTRATION AND SUPPORT

BUDGET PROGRAM DB4450

This budget package provides additional resources in the Human Resources Office and the Library Business Office to support Library operational staff.

This budget program includes Executive Management, the Office of the Board of Library Commissioners, Marketing and Public Relations, Human Resources and Training, the Business Office and the Facilities Management Office. This budget program provides support to Library operations by providing the following:

A. Coordinates hiring and disciplinary matters for Library staff; processes payroll documents for all new hires and transfers/terminations/retirements; coordinates workplace violence and ADA training for all staff.

B. Prepares and monitors the department's budget, including preparation of the monthly financial status reports and expenditure projections for management.

C. Prepares and coordinates release of Request for Proposals, contracts and amendments, participates in contract negotiations, ensures contractors provide and maintain all contract ordinances and insurance requirements.

D. Processes vendor invoices and payments. Prepares reimbursements to the City's General Fund for direct and indirect related costs, tracks expenditures, and prepares financial reports to report on the Library's budget.

E. Coordinates all facility repairs, alterations and improvements for the Central Library and the 72 Branch Libraries. Coordinates landscape maintenance and improvement projects, including installation of drought resistant landscape.

F. Coordinates activities with the Los Angeles Police Department to provide security at the Central Library and 72 Branch Libraries. Coordinates activities with the Office of the City Attorney to address specific security concerns.
DESCRIPTION OF FUNDING REQUEST

Account 1010 / Salaries General

1. Senior Administrative Clerk – $41,492
   Funds and authority are requested for one position of Senior Administrative Clerk (Class Code 1368) in the Human Resources Office. The position will manage the Position Control Module and prepare the monthly Employee Level Report; provide responses to inquiries regarding Library and City-wide rules, policies, procedures and employee benefits; process appointments of new employees into the Library; and, assist supervisors and employees in resolving issues related to personnel records.
   Related Costs - $27,087

Account 3010 / Contractual Services

2. Facility Master Plan Consultant - $1,000,000
   Add funding for a Facility Master Plan Consultant. The consultant will develop a facility master plan aligned with the Library’s Strategic Plan and ensure optimal performance, utility, adaptability and comfort of Library facilities and resources for Library patrons and employees. The consultant will include a detailed and thorough physical assessment and evaluation of Central Library and the branches. The plan will guide the Library for the next 10 to 20 years and serve to better integrate, support, and transition current programs and services for the future. In addition, the plan will address the changing role of Libraries and emerging trends so the Los Angeles Public Library may continue to be an innovative and important leader among urban and public libraries.

Account 6010 / Office and Administrative

3. Leadership Development - $200,000
   Add fund in the amount of $200,000 for the assessment and development of a leadership program for Library staff.

Staff Enhancement

4. Reclassification - Storekeeper II to Senior Storekeeper
   Authority is requested for the Reclassification of one Storekeeper II position (Class Code 1835-2) to a Senior Storekeeper position (Class Code 1837). The position will supervise, assign, direct and inspect the work of the shipping and receiving staff in the Library warehouse. The position will also supervise the ordering, receiving, inspecting, storage and distribution of materials, supplies, tools and equipment. The Reclassification is necessary in order to provide accurate compensation for the high level duties performed by the position.

   No additional funding is requested as the Library will assume the difference in salary and indirect costs during FY 2018-19.
IMPACT
Failure to fund this package would result in delays in support for operational staff on human resource matters, failure to maintain an updated facility assessment plan to deal effectively with the future of patron use of the Libraries and fail to fund the Libraries efforts to ensure Librarians have the necessary training to be effective leaders in the City to assist residents with various and ever-changing needs and resources.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
The Library requests funds to establish a landscape maintenance crew for the 72 Branch Libraries.

There are 72 Branch Libraries throughout the City of Los Angeles that serve diverse communities. The Library facilities are visible representations of the City and reflect the communities in which they are located. Landscape maintenance, parking lot sweeping and refuse collection are all important aspects in maintaining the Branch Libraries as appealing and inviting City facilities for residents and visitors.

Previously, the Library reimbursed the Department of Recreation and Parks (RAP) for landscape maintenance at the 72 branch libraries. In February 2015, RAP informed the Library that they were unable to continue to provide service. In March 2015, the Library began using landscape maintenance contracts executed by RAP. Those contracts expired in 2018 and the Library was left without landscape maintenance until new contracts were executed.

The landscape maintenance contractors provide the Library with bi-weekly minimal grounds maintenance, primarily "mow and blow" service. Additional costs above the bi-weekly service includes irrigation repair, tree trimming and removal, plant replacement and any extra clean-up requested by staff. Further, the contractors are unable to respond immediately to requests for repairs and to resolve various landscape issues.

A dedicated landscape maintenance crew will allow for immediate response to urgent landscape issues, special care for Branch Libraries when needed for events and will oversee and monitor the activities of the landscape maintenance contractors.
FISCAL YEAR 2019-20 FUNDING REQUEST

Account 1010 / Salaries General

1. Senior Gardener – $41,944
   Funds and authority are requested for one position of Senior Gardener (Class Code 3143) to supervise and coordinate the activities of the landscape maintenance operations for the 72 Branch Libraries.
   Related Costs - $27,381

2. Gardener Caretaker - $74,928
   Funds and authority are requested for two positions of Gardener Caretaker (Class Code 3141) to provide landscape maintenance at the 72 Branch Libraries.
   Related Costs - $48,913

3. Maintenance Laborer - $55,414
   Funds and authority are requested for one position of Senior Librarian (Class Code 3112) to assist the Gardener Caretakers in the landscape maintenance of the 72 Branch Libraries.
   Related Costs - $36,174

The Library anticipates utilizing the Mayor’s Targeted Hire Program to fill the two (2) Gardener Caretaker and two (2) Maintenance Laborer positions.

Account 6020 / Operating Supplies

4. Landscape Maintenance Expenses - $133,032
   Funds in the amount of $133,032 are requested for expense items, including: lawnmowers, line trimmers, blowers, rakes, hoes, shovels, plants and other related items (e.g., fertilizer, mulch, etc).

Account 7350 / Transportation Equipment

5. Landscape Maintenance Vehicles - $123,000
   One-Time Funds in the amount of $123,000 are requested to procure three (3) landscape maintenance trucks to transport the Senior Gardener, two crews and equipment to the 72 Branch Libraries ($41,000 x 3 trucks = $123,000).

TOTAL LANDSCAPE MAINTENANCE CREW
LIBRARY BUDGET PROGRAM DB4450

FY 2019-20 REQUEST: $540,786
IMPACT
Failure to fund this package will result in a lack of the Library’s ability to maintain landscape maintenance at the 72 Branch Libraries. This includes the timely repair of irrigation systems, tree trimming, removal and replacement of damaged plants and shrubbery, and ensure the Branch Libraries are maintained in a manner to reflect the communities.

Without the requested funding, the Library would not be able to fully support the Library’s Strategic Plan goals, the Library Marketing Plan, or the Mayor’s goals and priority outcomes and efforts to make the City of Los Angeles a more livable and sustainable city.
### LOS ANGELES PUBLIC LIBRARY
#### LIBRARY LANDSCAPE MAINTENANCE CREW

<table>
<thead>
<tr>
<th>Classification</th>
<th>Class Code</th>
<th>No. of Positions</th>
<th>Annual Cost (9 Months)</th>
<th>Fringe Benefits</th>
<th>Central Services</th>
<th>Annual Cost</th>
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<td>Line Trimmer</td>
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<td>Blowers</td>
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<td>Expense Items (e.g. mulch, etc)</td>
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<td>Vehicle</td>
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<td>$41,000</td>
<td>$123,000</td>
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<tr>
<td><strong>TOTAL - VEHICLE COST:</strong></td>
<td></td>
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<td><strong>$123,000</strong></td>
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</tbody>
</table>

**TOTAL FY 2019-20 BUDGET REQUEST - LANDSCAPE MAINTENANCE CREW:**

$540,786
LOS ANGELES PUBLIC LIBRARY
FY 2019-20 PROPOSED BUDGET

ADJUSTMENTS TO RELATED COSTS

INDIRECT COSTS

1. **FRINGE BENEFITS - $979,895**
   Increase funding in the amount of $979,895 in the Various Special Account 9510 to account for increased for employee benefits. Currently, the Library reimburses the City General Fund 54.62% of salary costs for fringe benefits. This amount represents obligatory increases to existing employee salaries and new position requests. In FY 2018-19, the Office of the City Administrative Officer revised the calculations to account for historical position vacancies. The Library will continue with this method for FY 2019-20. Actual costs will be reconciled in the preceding budget years.

2. **CENTRAL SERVICES - $306,940**
   Increase funding in the amount of $306,940 in the Various Special Account 9510 to account for increased for employee benefits. Currently, the Library reimburses the City General Fund 13.38% of salary costs for central services provided to the Library by City support departments. This amount represents obligatory increases to existing employee salaries and new position requests. In FY 2018-19, the Office of the City Administrative Officer revised the calculations to account for historical position vacancies. The Library will continue with this method for FY 2019-20. Actual costs will be reconciled in the preceding budget years.

3. **RECONCILIATION - $1,172,672**
   In FY 2018-19, the Library was reimbursed $3,801,158 based on the reconciliation for FY 2016-17 payments to the City General Fund for Fringe Benefits and Central Services. For FY 2019-20, the Library anticipates to be reimbursed $2,628,486 for the FY 2017-18 reconciliation, which will result in a difference of $1,172,672.

DIRECT COSTS

1. **UTILITIES / WATER - $50,000**
   Increase funding in the amount of $50,000 in the Various Special Account 9510 to account for anticipated increased utilities / electrical costs for the Central Library and 72 Branch Libraries.

2. **UTILITIES / ELECTRICITY - $350,000**
   Increase funding in the amount of $350,000 in the Various Special Account 9510 to account for anticipated increased utilities / electrical costs for the Central Library and 72 Branch Libraries.
3. **CUSTODIAL / GSD - $96,084**  
Increase funding in the amount of $96,084 in the Various Special Account 9510 to account for increased salary costs for custodial services provided to the Library by the Department of General Services (GSD) custodial staff and contract custodial staff.

4. **BUILDING MAINTENANCE / GSD - $7,850**  
Increase funding in the amount of $7,850 in the Various Special Account 9510 to account for increased salary costs for building maintenance services provided to the Library by the Department of General Services (GSD) Building Operating Engineers.

5. **SECURITY SERVICES / LAPD - $2,433,798**  
Increase funding in the amount of $2,433,798 in the Various Special Account 9510 to account for increased salary costs for LAPD Security Officers, contract security guards, and funding for the LAPD Police Officers Overtime Patrol to provide security services at the Branch Libraries and Central Library.

6. **MICLA - $(2,735,000)**  
Decrease funding in the amount of $2,735,000 in the Various Special Account 9510 to account for the FY 2019-20 cost to the Library for MICLA debt. This amount is scheduled to be the final MICLA repayment by the Library and will offset the increase to address the Library security needs.

7. **SIDEWALK COMPLIANCE (WILLITS SETTLEMENT) - $(525,000)**  
Decrease one-time FY 2018-19 funding in the amount of $735,000 for sidewalk compliance at Libraries pursuant to the Willits Settlement.

Increase funds in the amount of $210,000 for sidewalk compliance pursuant with the Willits Settlement. The Bureau of Engineering has informed the Library that in FY 2019-20 sidewalks at five (5) Branch Libraries will be repaired in compliance with the Willits Settlement. Estimates for these repairs is approximately $42,000 per location.

**TOTAL ADJUSTMENTS TO ACCOUNT 9510: $2,137,239**
## Los Angeles Public Library
### FY 2019-20 Proposed Budget
#### Adjustments to Related Costs

<table>
<thead>
<tr>
<th>Account 9510 / Various Special</th>
<th>FY 2018-19 Adopted</th>
<th>Adjustments</th>
<th>FY 2019-20 Proposed</th>
</tr>
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<tbody>
<tr>
<td><strong>Indirect Costs (CAP 40)</strong></td>
<td></td>
<td></td>
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<tr>
<td>Fringe Benefits (54.62% of Salaries General)</td>
<td>$ 39,114,815</td>
<td>$ 979,895</td>
<td>$ 40,094,710</td>
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<tr>
<td>Central Services (13.38% of Salaries General)</td>
<td>10,002,795</td>
<td>306,940</td>
<td>10,309,735</td>
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<td>Reconciliation (FY 2017-18 Reimbursement)</td>
<td>(3,801,158)</td>
<td>1,172,672</td>
<td>(2,628,486)</td>
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<td><strong>Sub-Total:</strong></td>
<td>$ 45,316,452</td>
<td>2,459,507</td>
<td>47,775,959</td>
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<tr>
<td><strong>Direct Costs</strong></td>
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<tr>
<td>Water</td>
<td>$ 407,000</td>
<td>$ 50,000</td>
<td>$ 457,000</td>
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<tr>
<td>Electricity</td>
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<td>350,000</td>
<td>4,423,000</td>
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<tr>
<td>Natural Gas</td>
<td>239,224</td>
<td>-</td>
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<tr>
<td>Custodial / GSD</td>
<td>4,804,218</td>
<td>96,084</td>
<td>4,900,302</td>
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<td>Parking Lot Operations / GSD</td>
<td>266,817</td>
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<tr>
<td>Parking Lot Sweeping / GSD</td>
<td>63,183</td>
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<td>63,183</td>
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<td>Mail / GSD</td>
<td>30,000</td>
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<td>Building Maintenance / GSD</td>
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<td>Fleet / GSD</td>
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<tr>
<td>Fuel / GSD</td>
<td>49,417</td>
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<td>49,417</td>
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<tr>
<td>Security Services / LAPD</td>
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<td>9,281,630</td>
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<td>Refuse Collection / PW Sanitation</td>
<td>110,000</td>
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<td>110,000</td>
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<tr>
<td>CAO / GO Bond Administration Fees</td>
<td>25,000</td>
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<td>25,000</td>
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<tr>
<td>MCLA (AVIAT)</td>
<td>5,706,500</td>
<td>(2,735,000)</td>
<td>2,971,500</td>
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<td>City Sidewalk Repair Program (Willits Act)</td>
<td>735,000</td>
<td>(525,000)</td>
<td>210,000</td>
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<tr>
<td>ITA / Telecommunications</td>
<td>275,000</td>
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<td><strong>Sub-Total:</strong></td>
<td>$ 27,955,925</td>
<td>(322,268)</td>
<td>$ 27,633,657</td>
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<tr>
<td><strong>TOTAL ACCOUNT 9510 / VARIOUS SPECIAL:</strong></td>
<td>$ 73,272,377</td>
<td>2,137,239</td>
<td>$ 75,409,616</td>
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BOARD OF LIBRARY COMMISSIONERS

MATTERS PENDING

November 8, 2018

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>DATE ITEM WILL BE ON THE AGENDA</th>
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</thead>
<tbody>
<tr>
<td>1. Discussion on the subject of Internet usage and security (Salinas – 1/25/18)</td>
<td>TBD</td>
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</table>

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