

# **A G E N D A**

## **Board of Library Commissioners City of Los Angeles**

**Thursday, May 9, 2019**

### **CENTRAL LIBRARY**

Board Room, 4th Floor  
630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071

**TIME: 11:00 A.M.**

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**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](http://www.lapl.org/about-lapl/board-library-commissioners). Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

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**1. Roll Call**

**2. Approval of Minutes:** Regular Meeting – April 11, 2019

**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**

**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 gift:** (EXHIBIT "A")

\$3,000 From the Friends of the Platt Branch Library for the  
"Hot Off The Press" Bestseller Program at the Platt  
Branch Library

\$3,000 From the Friends of Westwood Recreation Complex  
DBA Friends of West Los Angeles to the Westwood  
Branch Library for the "Hot Off The Press" Bestseller  
Program"

**b. Recommendation to approve the appropriation of \$50,000** (EXHIBIT "B")  
from the Library's Unreserved and Undesignated Fund  
Balance (UUFB) Fund 300, Department 44, Account 2539  
to Office and Administrative Account 6010, Fund 300,  
Department 44

**Discussion Item(s)**

- c. Recommendation to approve revisions to six (6) Marketing and Public Relations Consultant contracts previously awarded by the Board on November 8, 2018 to add the legal names to firms that proposals with DBA names: (EXHIBIT "C")
- 1) Broadthink to CCJW, Inc. DBA Broadthink.
  - 2) CMC Inc. Marketing Agency – California Marketing Concepts to CMC, Inc. DBA CMC, Inc. Marketing Agency - California Marketing Concepts
  - 3) Rogers Finn Partners, Inc. to Finn Partners, Inc. DBA Rogers Finn Partners
  - 4) Golin / Harris Communications, Inc. to Golin / Harris International, Inc.
  - 5) Hershey Cause Communications to Cause Communications
  - 6) Yes Design Group to YESDESIGNGROUP, Inc.
- d. Recommendation to approve First Amendment to Supplemental Agreement No. 5 of Contract No. 736 with Sencorp White, Inc., formerly White Systems, Inc. for the Maintenance of the Compact Shelving at the Central Library (EXHIBIT "D")

**6. Presentation: None****7. Various Communications:**

Receive and File letter from the Board of Echo Park Neighborhood Council in support of expanding The Source program to include the Echo Park Branch and Edendale Branch libraries

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

- a. July-December 2019 Meeting Schedule

**9. Adjournment**

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

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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.

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**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](http://lapl.org)


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

**POSTED:** 5/6/19

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

May 9, 2019

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

**RECOMMENDATION:**

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 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 257; and

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

**FINDINGS:**

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2019
2. A letter of thanks should be sent to:

Ms. Linda Giacomuzzi, 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**

May 9, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF WESTWOOD  
RECREATION COMPLEX DBA FRIENDS OF WEST LOS ANGELES**

**RECOMMENDATION:**

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from the Friends of Westwood Recreation Complex DBA Friends of West Los Angeles, a group that supports community organizations in the West Los Angeles area, for the benefit of the Westwood 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 Westwood Recreation Complex DBA Friends of West Los Angeles expressing the grateful appreciation of the Board and staff for the generous gift.

**FINDINGS:**

1. The gift of \$3,000 is for the "Hot Off The Press" Bestseller Program 2019/2020.
2. A letter of thanks should be sent to:

Michael Everloff, President  
Friends of Westwood Recreation Complex DBA  
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**

**EXHIBIT B**

May 9, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL TO APPROPRIATE \$50,000 FROM THE UNRESERVED  
AND UNDESIGNATED FUND BALANCE (UUFb) FOR THE FISCAL  
YEAR 2018-19 BUDGET**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners:

1. Approve the appropriation of \$50,000 from the Library's Unreserved and Undesignated Fund Balance (UUFb), Fund 300, Department 44, Account 2539, to Office and Administrative Account 6010, Fund 300, Department 44:
2. Adopt the attached Resolution regarding the appropriation in the amount of \$50,000 from the UUFb to Account 6010.

**B. FACTUAL SUMMARY:**

1. The Library provides Tech Kiosks which allow patrons to checkout out laptops and tablets for free use within the Library. Over the past few years, laptops and tablets have been damaged, have not been returned or have become outdated.
2. The Library has an existing maintenance agreement which provides a tracking device on the laptops and if the devices are not recovered, the Library receives funds to replace the devices through the agreement. Monies that are received to replace the laptops and tablets are deposited into Fund 300 and require that the Board appropriate the funds to the proper account to expend.
3. In addition to the funds received to replace the missing devices, the Library requests additional funds to replace laptops that have been damaged or have become outdated.

Prepared by: Deirdre Gomez, Senior Management Analyst I

Reviewed by: Madeleine M. Rackley, Business Office Manager

**BOARD OF LIBRARY  
COMMISSIONERS**

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PRESIDENT

**KATHRYN EIDMANN**  
VICE-PRESIDENT

**DALE FRANZEN**  
**MAI LASSITER**  
**JOSEFA SALINAS**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**LOS ANGELES  
PUBLIC LIBRARY**  
ADMINISTRATIVE OFFICES

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

May 9, 2019

**LIBRARY RESOLUTION NO. 2019-XX (C-XX)**

WHEREAS, Staff requested the appropriation of \$50,000 from the Unreserved and Undesignated Fund Balance (UUFb) to the Office and Administrative Account 6010 to procure laptops for Tech Kiosks to allow Library patrons to use the devices within the Library; and

WHEREAS, Funds are available in the Library's UUFb account for the appropriation:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approves an appropriation of \$50,000 from the UUFb Account 2539, Fund 300, Department 44, to Office and Administrative Account 6010, Fund 300, Department 44.

This is a true copy:

\_\_\_\_\_  
Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

May 9, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian SUBJECT: **REVISIONS TO SIX (6) MARKETING AND PUBLIC RELATIONS  
CONSULTANT CONTRACTS PREVIOUSLY AWARDED BY THE  
BOARD ON NOVEMBER 8, 2018****RECOMMENDATIONS:**

THAT The Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board approve revisions to the following six (6) Marketing and Public Relations Consultant Contracts approved by the Board on November 8, 2018, but not yet executed, to add the contractors' legal names to the contracts as follows:

- 1) Broadthink to CCJW, Inc. DBA Broadthink
- 2) CMC Inc. Marketing Agency – California Marketing Concepts to CMC, Inc. DBA CMC, Inc. Marketing Agency - California Marketing Concepts
- 3) Rogers Finn Partners, Inc. to Finn Partners, Inc. DBA Rogers Finn Partners
- 4) Golin / Harris Communications, Inc. to Golin / Harris International, Inc.
- 5) Hershey Cause Communications to Cause Communications
- 6) Yes Design Group to YESDESIGNGROUP, Inc.; and

FURTHER RESOLVED, That the Board authorize the City Librarian and the City Attorney to make any necessary technical changes; and

FURTHER RESOLVED, That the Board adopt the attached Resolution regarding the revisions to the six (6) aforementioned Marketing and Public Relations Consultant Contracts previously awarded but not yet executed.

**FINDINGS:**

- A. On January 12, 2017, the Board of Library Commissioners (Board) approved the issuance of a Marketing and Public Relations Consultants 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]).



- B. 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 Resolution No. 2017-22 [C 21]).
- C. On November 8, 2018, the Board approved the award and execution of contracts with the sixteen (16) pre-qualified contractors to provide as-needed and as-requested marketing and public relations consultant services to the Library in a timely and efficient manner (Library Resolution No. 2018-50 [C-39]).
- D. The names of six (6) entities of the total sixteen (16) entities provided to staff on the previously awarded contracts reflect the contractor's common names and not their correct legal names; and must be revised to recite the correct legal names of each of the six (6) contractors.
- E. Sufficient funds are available in Account 3040 Contractual Services to compensate the as-needed contractors for services provided.

Prepared by: Deirdre Gomez, Senior Management Analyst

Reviewed by: Madeleine Rackley, Business Manager

**BOARD OF LIBRARY  
COMMISSIONERS**

**BÍCH NGOC CAO**  
PRESIDENT

**KATHRYN EIDMANN**  
VICE-PRESIDENT

**DALE FRANZEN**  
**MAI LASSITER**  
**JOSEFA SALINAS**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

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(TOLL FREE NO.)

**JOHN F. SZABO**  
CITY LIBRARIAN

May 9, 2019

**LIBRARY RESOLUTION NO. 2019-XX (C-XX)**

WHEREAS, On January 12, 2017, the Board of Library Commissioners (Board) approved the issuance of a Marketing and Public Relations Consultants 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 Resolution No. 2017-22 [C-21]); and

WHEREAS, On November 8, 2018, the Board approved the award and execution of contracts with the sixteen (16) pre-qualified contractors to provide as-needed and as-requested marketing and public relations consultant services to the Library in a timely and efficient manner (Library Resolution No. 2018-50 [C-39]); and

WHEREAS, On May 9, 2019 the Board approved revisions to the following six (6) Marketing and Public Relations Consultant Contracts approved by the Board on November 8, 2018, but not yet executed, to add the contractors' legal names to the contracts:

- 1) Broadthink to CCJW, Inc. DBA Broadthink
- 2) CMC Inc. Marketing Agency – California Marketing Concepts to CMC, Inc. DBA CMC, Inc. Marketing Agency - California Marketing Concepts
- 3) Rogers Finn Partners, Inc. to Finn Partners, Inc. DBA Rogers Finn Partners
- 4) Golin / Harris Communications, Inc. to Golin / Harris International, Inc.
- 5) Hershey Cause Communications to Cause Communications
- 6) Yes Design Group to YESDESIGNGROUP, Inc.; and

THEREFORE, BE IT RESOLVED, That the City Librarian and City Attorney be authorized to make technical changes to the contracts if needed; 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:

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Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
AND  
CCJW, INC. DBA 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 CCJW, Inc. DBA 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. 2018-50 [C-39]); and

**WHEREAS**, On May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name CCJW, Inc. DBA Broadthink; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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 CONTRACTOR/S 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 CONTRACTOR/S 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>

- 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: Cynthia Cleveland  
Title: President  
Party: CCJW, Inc. DBA BROADTHINK  
Address: 14011 Ventura Blvd., #206 E.  
Sherman Oaks, California 91423

Telephone: (818) 788-7422  
Email: [cc@broad-think.com](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
CYNTHIA CLEVELAND  
President  
CCJW, Inc. DBA BROADTHINK

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
AND  
CMC, INC. DBA 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. DBA 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. 2018-50 [C-39]); and

**WHEREAS**, On May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name CMC, Inc. DBA CMC, Inc. Marketing Agency – California Marketing Concepts; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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 CONTRACTOR/S 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 CONTRACTOR/S 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>



- 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. DBA CMC, Inc. Marketing Agency - California  
Marketing Concepts  
Address: 1550 Bayside Drive  
Corona Del Mar, California 92625  
  
Telephone: 949-422-4210  
Email: [Peggyfort@askcmc.com](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
  
Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
  
Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
PEGGY FORT  
President, CEO  
CMC, Inc. DBA CMC, Inc. Marketing  
Agency - California Marketing Concepts

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
AND  
FINN PARTNERS, INC. DBA ROGERS FINN PARTNERS  
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 Finn Partners, Inc. DBA Rogers Finn Partners (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. 2018-50 [C-39]); and

**WHEREAS**, On May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name Finn Partners, Inc. DBA Rogers Finn Partners; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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. Event Planning and Execution Services
- k. Individualized Coaching
- l. Marketing Plans
- m. Media Buying
- n. Media Relations
- o. Message Development
- p. Strategic Counsel
- q. Trainings



## **SECTION 6 - NOTICE OF AVAILABLE WORK**

The following describes the process that the LIBRARY will utilize to select CONTRACTOR/S 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 CONTRACTOR/S 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>

- 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: Matthew LeVeque  
Title: Partner  
Party: Finn Partners, Inc. DBA Rogers Finn Partners  
Address: 1875 Century Park East, Suite 200  
Los Angeles, California 90067

Telephone: (310) 552-4112  
Email: [Matthew.LeVeque@finnpartners.com](mailto:Matthew.LeVeque@finnpartners.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. 5<sup>th</sup> Street  
Los Angeles, California 90071

Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, California 90071

Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
MATTHEW LEVEQUE  
Partner  
Finn Partners, Inc. DBA Rogers Finn  
Partners

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission 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 INTERNATIONAL, 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 International, 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. 2018-50 [C-39]; and

**WHEREAS**, On May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name Golin / Harris International, Inc.; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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 CONTRACTOR's 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 CONTRACTOR/S 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 CONTRACTOR/S 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>

- 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: Deanne Yamamoto  
Title: Managing Director  
Party: Golin / Harris International, Inc.  
Address: 700 S. Flower St., Suite 2400  
Los Angeles, California 90017

Telephone: (213) 335-5533  
Email: [dyamamoto@golin.com](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGOC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
DEANNE YAMAMOTO  
Managing Director  
Golin / Harris International, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
AND  
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 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. 2018-50 [C-39]); and

**WHEREAS**, On May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name Cause Communications; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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 CONTRACTOR's 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 CONTRACTOR/S 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 CONTRACTOR/S 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>

- 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: Cause Communications  
Address: 12304 Santa Monica Blvd., Suite 201  
Los Angeles, California 90025

Telephone: (310) 656-1001, Ext. 111  
Email: [info@causecommunications.org](mailto:info@causecommunications.org)

##### **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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, CA 90071

Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
R. CHRISTINE HERSHEY  
Founder  
Cause Communications

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**  
  
MICHAEL N. FEUER, City Attorney

**ATTEST:**  
  
  
  
By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**  
  
HOLLY L. WOLCOTT, City Clerk  
  
By: \_\_\_\_\_  
  
Date: \_\_\_\_\_



**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
AND  
YESDESIGNGROUP, 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 YESDESIGNGROUP, 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. 2018-50 [C-39]); and

**WHEREAS**, on May 9, 2019, the Board approved a revision to the previously awarded but not yet executed contract to recite CONTRACTOR's correct legal name YESDESIGNGROUP, Inc.; 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).
- C. Exhibits C.1 - Notice of Available Work, C.2 - Notice to Proceed, and C.3 - Supplemental Notice to Proceed.
- 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:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library.	30
Ability to perform the requested work by demonstrating past experience on similar projects	30
Ability to provide the requested work at a reasonable cost.	20
Submission of a high-quality, professional response demonstrating the ability to perform requested work.	20
<b>TOTAL</b>	<b>100</b>

- 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:
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  - ii. Name and Address of City Department being billed (Library Department).
  - iii. Date of invoice and period covered.
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  - 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: Lori Posner  
Title: Founder, Chief Creative Officer  
Party: YESDESIGNGROUP, Inc.  
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. 5<sup>th</sup> Street  
Los Angeles, California 90071  
  
Telephone: (213) 228-7465  
Email: [mrackley@lapl.org](mailto: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. 5<sup>th</sup> Street  
Los Angeles, California 90071  
  
Telephone: (213) 228-7565  
Email: [lskinner@lapl.org](mailto: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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
LORI POSNER  
Founder, Chief Creative Officer  
YESDESIGNGROUP, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk


By: \_\_\_\_\_

Date: \_\_\_\_\_

**LIBRARY DEPARTMENT  
BOARD REPORT**

May 9, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2 OF CONTRACT NO. 736 WITH SENCORP WHITE, INC. FORMERLY WHITE SYSTEMS, INC. FOR THE MAINTENANCE OF THE COMPACT SHELVING AT THE CENTRAL LIBRARY**

**RECOMMENDATIONS:**

THAT The Board of Library Commissioners adopt the following recommendations:

1. That the BOARD approves First Amendment to Supplemental Agreement No. 2 of Contract No. 736 with Sencorp White Inc., formerly White Systems, Inc. ("Sencorp"), in order to extend the term of the contract one year to June 13, 2020.
2. That the BOARD find that Sencorp is the sole manufacturer of the compact shelving and parts used at the Central Library, and is the sole provider of maintenance services for this brand and model of compact shelving.
3. That the BOARD find pursuant to Charter Section 372(e)(2) that this is a sole source contract for the performance of professional, expert, technical, or other special services for which competitive bidding is not practicable or advantageous.
4. That the BOARD find pursuant to Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the use of competitive bidding would be undesirable, impractical or impossible because Sencorp is the sole manufacturer and the sole provider of maintenance such that the work can be performed more economically by Sencorp than by City employees and because the City's Personnel Department and the Library's Human Resources department have also determined that City employees do not have the expertise to perform the work required.
5. That the City Librarian and the City Attorney be authorized to make technical changes if needed to the First Amendment to Supplemental Agreement No. 2 of Contract No. 736 prior to execution.
6. That the President of the Board of Library Commissioners be authorized to execute the agreement.

7. Funds are available in the Library's Contractual Services Account.
8. Authorize the City Attorney to correct where appropriate references in the Statement of Facts and in the Agreement regarding the description of the agreement.

**STATEMENT OF FACTS:**

1. On October 3, 1993, the renovated Central Library opened with a new compact shelving system manufactured and installed by White Systems Inc. that provides much more storage capacity than regular shelving.  
  
The White Systems compact shelving unit provides 48,319 square feet of shelving to house more than 2 million volumes.
2. On August 4, 2005, the BOARD approved the issuance of a Request for Bids (RFB) for the maintenance of the compact shelving at the Central Library. White Systems, Inc. was the only firm to respond to the RFB.
3. On October 6, 2005, the BOARD approved the Contract No. 736 between the City and White Systems, Inc. for the period June 14, 2006 through June 13, 2009.
4. On May 28, 2009, the BOARD approved Amendment No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2010.
5. On March 25, 2010, the BOARD approved Amendment No. 2 to the Contract No. 736 to extend the term of the contract through June 13, 2011.
6. Contract No. 736 expired on June 13, 2011. Thereafter on July 7, 2011 the BOARD approved Supplemental Agreement No. 1 to Contract No. 736 between the City and White Systems, Inc., to extend the term of the contract through June 13, 2012. The new agreement should have been properly labeled as a "Supplemental Agreement No. 1 to Contract No. 736."
7. On January 26, 2012 the BOARD approved Amendment No. 1 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2013. This amendment should have been properly labeled as "the First Amendment to the Supplemental Agreement No. 1 to Contract No. 736".

8. On February 14, 2013 the BOARD approved Amendment No. 2 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2014. Here again, this amendment should have been properly labeled as the "Second Amendment to the Supplemental Agreement to Contract No. 736".
9. On February 27, 2014 the BOARD approved Amendment No. 3 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2015. Here again, this amendment should have been properly labeled as the "Third Amendment to the Supplemental Agreement to Contract No. 736".
10. On March 17, 2015 the BOARD approved Amendment No. 4 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2016. Here again, this amendment should have been properly labeled as the "Fourth Amendment to the Supplemental Agreement to Contract No. 736".
11. On October 31, 2015 Connell Limited Partnership acquired White Systems Inc. and changed its name to Sencorp White, Inc.
12. On May 26, 2016, the BOARD approved Supplemental Agreement No. 2 to Contract No. 736 between the Library Department and Sencorp White, Inc. to extend the term of the contract through June 13, 2017 and accepted the assignment of the contract from White Systems to Connell Inc., Limited Partnership and its name change to Sencorp Inc. Here again, this amendment should have been properly labeled as the "Fifth Amendment to the Supplemental Agreement to Contract No. 736".
13. On June 8, 2017, the BOARD approved Supplemental Agreement No. 3 to Contract No. 736 to extend the term of the contract through June 13, 2018. Here again, this amendment should have been properly labeled as the "Sixth Amendment to the Supplemental Agreement to Contract No. 736".
14. On June 14, 2018, the BOARD approved Supplemental Agreement No. 4 to Contract No. 736 between the Library Department and Sencorp White, Inc., to extend the term of the contract through June 13, 2019. Here again, this document should have been properly labeled as "Supplemental Agreement No. 2 to Contract No. 736".
15. The compact shelving requires continuous service and maintenance to be efficient. Sencorp White, Inc. formerly White System is the manufacturer of the system and parts, and is the sole provider of maintenance services for this brand and model of compact shelving.

16. The term of this First Amendment to Supplemental Agreement No. 2 to Contract No. 736 shall be extended one year through June 13, 2020.
17. Sufficient funds in the amount of \$129,997.00 are available to provide maintenance services from the Library's Contractual Services Account.
18. The Deputy City Attorney has reviewed the contract as to form and legality.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Madeleine Rackley, Business Manager  
Arletta Maria Brimsey, Deputy City Attorney

**BOARD OF LIBRARY  
COMMISSIONERS**

**BÍCH NGOC CAO**  
PRESIDENT

**KATHRYN EIDMANN**  
VICE-PRESIDENT

**DALE FRANZEN**  
**MAI LASSITER**  
**JOSEFA SALINAS**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**

CALIFORNIA



**ERIC GARCETTI**

MAYOR

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

May 9, 2019

**LIBRARY RESOLUTION NO. 2019-XX (C-XX)**

WHEREAS, on October 3, 1993, the renovated Central Library opened with a new compact shelving system manufactured and installed by White Systems, Inc.; and

WHEREAS, on August 4, 2005 the Board of Library Commissioners approved issuance of a Request for Bids (RFB) for the maintenance of the compact shelving system at the Central Library. White Systems, Inc. was the only firm to respond to the RFB; and

WHEREAS, on October 6, 2005, the Board of Library Commissioners approved Contract No. 736 between the City of Los Angeles and White Systems, Inc. The contract was approved for a three-year period, June 14, 2006 through June 13, 2009; and since 2009, the Board has approved extensions of the contract for one year periods; and

WHEREAS, on May 28, 2009, the BOARD approved Amendment No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2010; and

WHEREAS, on March 25, 2010, the BOARD approved Amendment No. 2 to the Contract No. 736 to extend the term of the contract through June 13, 2011; and

WHEREAS, Contract No. 736 expired on June 13, 2011. Thereafter on July 7, 2011 the BOARD approved Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as a Supplemental Agreement to Contract No. 736) between the City and White Systems, Inc., to extend the term of the contract through June 13, 2012; and

WHEREAS, on January 26, 2012 the BOARD approved Amendment No. 1 to Supplemental Agreement No. 1 to Contract No. 736 (this should have been labeled as the First Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2013; and

WHEREAS, as on February 14, 2013 the BOARD approved Amendment No. 2 to Supplemental Agreement No. 1 to Contract No. 736 (this should have been labeled as the Second Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2014; and

WHEREAS, on February 27, 2014 the BOARD approved Amendment No. 3 to Supplemental Agreement No. 1 to Contract No. 736 (this should have been labeled as the Third Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2015; and

WHEREAS, on March 17, 2015 the BOARD approved Amendment No. 4 to Supplemental Agreement No. 1 to Contract No. 736 (this should have been labeled as the Fourth Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2016; and

WHEREAS, on October 31, 2015, Connell Limited Partnership acquired White Systems, Inc. and changed its name to Sencorp White, Inc. and has continued to be the sole provider of maintenance services for the brand and model of compact shelving at the Central Library; and

WHEREAS, on May 26, 2016, the Board approved Supplemental Agreement No. 2 to Contract No. 736 (this should have been labeled as the Fifth Amendment to the Supplemental Agreement to Contract No. 736) between the Library Department and Sencorp White, Inc. to extend the term of the contract through June 13, 2017 and accepted the assignment of the contract from White Systems to Connell Inc., Limited Partnership and its name change to Sencorp White, Inc.; and

WHEREAS, on June 8, 2017, the Board approved Supplemental Agreement No. 3 to Contract No. 736 (this should have been labeled as the Sixth Amendment to the Supplemental Agreement to Contract No. 736) between the Library Department and Sencorp White, Inc. to extend the term of the contract through June 13, 2018; and

WHEREAS, on June 14, 2018, the Board approved Supplemental Agreement No. 4 to Contract No. 736 (this should have been labeled as Supplemental Agreement No. 2 to Contract No. 736) between the Library Department and Sencorp White, Inc. to extend the term of the contract through June 13, 2019; and

WHEREAS, on May 9, 2019, the Board of Library Commissioners found Sencorp White, Inc. is the sole manufacturer of the compact shelving system and parts used at the Central Library, and is the sole provider of maintenance services for this brand and model of compact shelving; and

WHEREAS, the BOARD found pursuant to Charter Section 372(e)(2) that this is a sole source contract for the performance of professional, expert, technical, or other special services for which competitive bidding is not practicable or advantageous; and

WHEREAS, the Board of Library Commissioners found pursuant to Charter Section 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the use of competitive bidding would be undesirable, impractical or impossible because Sencorp is the sole manufacturer and the sole provider of maintenance such that the work can be performed more economically by Sencorp White, Inc. than by City employees and because the City's Personnel Department and Library's Human Resources department have also determined that City employees do not have the expertise to perform the work required; and

WHEREAS, Funds are available in the Library's Contractual Services Account:

RESOLVED, That on May 9, 2019, the Board of Library Commissioners approved the First Amendment to Supplemental Agreement No. 2 to Contract No. 736 with Sencorp White, Inc., formerly White Systems, Inc., extending the term of the contract one year to June 13, 2020; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make technical changes if needed to the amendment prior to execution; and

FURTHER RESOLVED, that the City Attorney be authorized to correct where appropriate references in the Statement of Facts and in the Agreement regarding the description of the agreement.

This is a true copy:

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Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:



FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2

TO CONTRACT NO. 736

BETWEEN

THE CITY OF LOS ANGELES

AND

SENCORP WHITE, INC.

FOR THE MAINTENANCE OF THE COMPACT SHELVING AT CENTRAL LIBRARY

THIS IS FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO.2, to Contract No. 736 (hereinafter referred to as the "Supplemental Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City") acting by and through its Board of Library Commissioners, (hereinafter referred to as the "Board" or collectively as the "Library") and Sencorp White, Inc. (hereinafter referred to as "Sencorp" or "Contractor").

WITNESSETH

WHEREAS, on October 3, 1993, the renovated Central Library opened with a new compact shelving system manufactured and installed by White Systems, Inc.

WHEREAS, on August 4, 2005, the Board approved the issuance of a Request for Bids (RFB) for the maintenance of the compact shelving at the Central Library, and White Systems, Inc., was the only firm to respond to the RFB; and

WHEREAS, on October 6, 2005 the Board approved Contract No. 736 between the City and White Systems, Inc. effective June 14, 2006 to June 13, 2009; and

WHEREAS, on May 28, 2009, the Board approved Amendment No. 1 to Contract No. 736 to extend the contract term through June 13, 2010; and

WHEREAS, on March 25, 2010, the Board approved Amendment No. 2 to Contract No. 736 to extend the contract term to June 13, 2011; and

WHEREAS, Contract No. 736 expired on June 13, 2011. Thereafter, on July 7, 2011, the Board approved Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as a Supplemental Agreement to Contract No. 736) between the City and White Systems, Inc. to extend the term of the contract through June 13, 2012; and

WHEREAS, on January 26, 2012 the Board approved Amendment No. 1 to Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as the First Amendment of the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2013; and

WHEREAS, on February 14, 2013 the Board approved Amendment No. 2 to Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as a Second Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2014; and

WHEREAS, on February 27, 2014 the Board approved Amendment No. 3 to Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as a Third Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2015; and

WHEREAS, on March 17, 2015 the Board approved Amendment No. 4 to Supplemental Agreement No. 1 to Contract No. 736 (This should have been labeled as a Fourth Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2016; and

WHEREAS, on October 31, 2015 Connell Limited Partnership acquired White Systems, Inc. and changed its name to Sencorp White, Inc.; and

WHEREAS, on May 26, 2016 the Board approved Supplemental Agreement No. 2 to Contract No. 736 (This should have been labeled as a Fifth Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2017 and accepted the assignment of the contract from White Systems, Inc. to Connell Inc., Limited Partnership and its name change to Sencorp Inc.; and

WHEREAS, on June 8, 2017 the Board approved Supplemental Agreement No. 3 to Contract No. 736 (This should have been labeled as a Sixth Amendment to the Supplemental Agreement to Contract No. 736) to extend the term of the contract through June 13, 2018; and

WHEREAS, on June 14, 2018 the Board approved Supplemental Agreement No. 4 to Contract No. 736 (This should have been labeled as Supplemental Agreement No. 2 to Contract No. 736) to extend the term of the contract through June 13, 2019; and

WHEREAS, on   [insert month]  [insert day]  , 2019, the Board found that Sencorp White, Inc. formerly White System Inc. is the sole manufacturer of the compact shelving and parts used at the Central Library, and is the sole provider of maintenance services for this brand and model of compact shelving; and

WHEREAS, the Board found pursuant to Charter Section 372(e)(2) that this is a sole source contract for the performance of professional, expert, technical, or other special services for which competitive bidding is not practicable or advantageous; and

WHEREAS, the board found pursuant to Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the use of competitive bidding would be undesirable, impracticable or impossible because Sencorp is the sole manufacturer and the sole provider of the maintenance such that the work can be performed more

economically by Sencorp than by City employees and because the City's Personnel Department and the Library's Human Resources department have also determined that City employees do not have the expertise to perform the work required; and

WHEREAS, the Library, by this First Amendment to Supplemental Agreement No. 2 to Contract No. 736, desires to extend the term of Supplemental Agreement No. 2 to Contract No. 736 for a period of one year through June 13, 2020.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. The term "Contractor: in the Contract shall mean and refer to Sencorp White, Inc.
2. Standard Provisions: Sections 1.0(b) and 2.0(a) are hereby amended to delete the Standard Provisions for City Personal Services Contracts dated March 2009 (Rev 3-09) and to replace those with Standard Provisions for City Contract dated (Rev. 10/17) [v.3]). The Standard Provisions for City Contracts dated (Rev. 10/17) [v.3] is attached hereto and incorporated herein by reference as Exhibit A.
3. Term: The term of this First Amendment to Supplemental Agreement No. 2 to Contract No. 736, shall be from June 14, 2019 through June 13, 2020.
4. The City's obligation to make payments under this First Amendment to Supplemental Agreement No. 2 to Contract No. 736 shall not exceed \$129,997.00. If the City appropriates additional funds for this contract, then the City payment obligations may be expanded to the extent of such appropriation(s), subject to a properly executed amendment of Supplemental Agreement No. 2 to Contract No. 736 to reflect such change.
5. Ratification Clause: Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this First Amendment to Supplemental Agreement No. 2 to Contract No. 736. To the extent that said services were performed in accordance with the terms and conditions of this First Amendment to Supplemental Agreement No. 2 to Contract No. 736, those services are hereby ratified.

FULL FORCE AND EFFECT, except where expressly modified by this First Amendment to Supplemental Agreement No. 2 to Contract No. 736, all other terms and conditions included in Supplemental Agreement No. 2 to Contract No. 736 shall remain in full force and effect.

*[SIGNATURE PAGE TO FOLLOW]*

**IN WITNESS THEREOF**, the parties hereto have caused this First Amendment to Supplemental Agreement No. 2 to Contract No. 736 to be executed by their respective, duly authorized representatives.

**BOARD OF LIBRARY COMMISSIONERS**

**SENCORP WHITE, INC. FORMERLY  
WHITE SYSTEMS, INC.**

By \_\_\_\_\_  
BÍCH NGỌC CAO  
President

By: \_\_\_\_\_  
BRIAN URBAN  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, CITY CLERK

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_



## ECHO PARK NEIGHBORHOOD COUNCIL



**Chief Information Officer:**

Sachin Medhekar

**Treasurer:**

Michael Galano

**Secretary:**

Devin McCutchen

### Letter of Support The Source in Echo Park

CERTIFIED NEIGHBORHOOD  
COUNCIL

APRIL 16, 2002

TELEPHONE: 323 487 9124

WEBSITE: echoparknc.com

EMAIL: info@echoparknc.com

**MAILING ADDRESS**

1226 Alvarado St.  
LOS ANGELES, CA 90026

January 22, 2019

**VIA EMAIL**

Board of Commissioners, Los Angeles Public Library

Meg Barclay, City of Los Angeles Homeless Strategy

Dr. Jonathan E. Sherin, MD, Ph.D, Los Angeles County Department of Mental Health

John F. Szabo, Los Angeles Public Library

CC: Councilmember Mitch O'Farrell, City of Los Angeles Council District 13

CC: Mayor Eric Garcetti, City of Los Angeles

Subject: Support for The Source Program at Edendale Library

The Board of Echo Park Neighborhood Council (EPNC) supports The Source Program at the Edendale library, to provide resources and services to help homeless Angelenos transition to independent and supported living. The Board of EPNC supports expanding the Source Programs to include the Echo Park Branch Library as well as Edendale.

We, the EPNC, believe the Source has proven successful, because we see these results first-hand. It is our conviction that The Source should be supplemented with additional funding through the city or other agencies that can provide staff and support the program.

Resolution

On January 22, 2019, the EPNC Board of Governors held a Brown Act noticed-meeting at Echo Park United Methodist Church, 1226 Alvarado St., L.A. CA 90026 from 7:00 p.m. to 10:00 p.m. With a quorum of 17 Board members present and a vote count of 17 yeas, 0 nays, and 0 abstentions, the Board resolved to write a letter of support for application as set forth above.

Respectfully,

Devin McCutchen, Echo Park Neighborhood Council Secretary

**BOARD OF LIBRARY  
COMMISSIONERS**

**BÍCH NGOC CAO**  
PRESIDENT

**KATHRYN EIDMANN**  
VICE-PRESIDENT

**DALE FRANZEN**  
**MAI LASSITER**  
**JOSEFA SALINAS**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

**RICHARD J. RIORDAN**  
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(TOLL FREE NO.)

**JOHN F. SZABO**  
CITY LIBRARIAN

May 9, 2019

**BOARD OF LIBRARY COMMISSIONERS**  
**July – December 2019 Meeting Schedule**

The Board of Library Commissioners meets on the 2<sup>nd</sup> and 4<sup>th</sup> **Thursday** of the month at **11:00 a.m.** at the Central Library and at branch libraries throughout the City. The meeting schedule is as follows:

**JULY**

7/11 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071  
7/25 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA-90071

**AUGUST**

8/08 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071  
8/22 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071

**SEPTEMBER**

9/12 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071  
9/26 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071

**OCTOBER**

10/10 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071  
10/24 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071

**NOVEMBER**

11/14 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071

**DECEMBER**

12/12 - 11:00 a.m. - Central Library – Board Room – 4<sup>th</sup> Floor, 630 W. 5<sup>th</sup> Street, LA 90071

Please note that meeting dates, time, and location are subject to change or cancellation.  
For more information, please contact the Library Commission Office at (213) 228-7530.