

A G E N D A

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

THURSDAY, APRIL 24, 2014

**CENTRAL LIBRARY
BOARD ROOM, 4th FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071**

TIME: 11:00 A.M.

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: http://www.lapl.org/about/blc_docs.html.

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

- 1. ROLL CALL**
- 2. APPROVAL OF MINUTES:** Regular Meeting – April 3, 2014
- 3. PUBLIC COMMENTS ON MATTERS
WITHIN THE BOARD'S JURISDICTION**

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

- 4. CITY LIBRARIAN'S COMMENTS
AND ANNOUNCEMENTS**
- 5. CITY LIBRARIAN'S REPORTS**

CONSENT CALENDAR

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

- a. **RECOMMENDED ACCEPTANCE OF DONATIONS TO THE** (EXHIBIT "A")
"HOT OFF THE PRESS" BESTSELLER PROGRAM:

**\$6,000 FROM THE FRIENDS OF ENCINO-TARZANA BRANCH
LIBRARY TO THE ENCINO-TARZANA BRANCH LIBRARY**

**\$6,000 FROM THE FRIENDS OF THE PLATT LIBRARY TO
THE PLATT BRANCH LIBRARY**

- b. RECOMMENDED APPROVAL OF REVISED AGREEMENT WITH ANTIOCH UNIVERSITY LOS ANGELES TO PROVIDE WORK STUDY STUDENTS (EXHIBIT "B")
- c. RECOMMENDED APPROVAL OF AMENDMENT TO UNION STATION EXHIBITION AGREEMENT WITH THE GETTY RESEARCH INSTITUTE (EXHIBIT "C")
- d. RECOMMENDED APPROVAL OF LIBRARY FOUNDATION OF LOS ANGELES LIBRARY STORE LEASE AGREEMENT (EXHIBIT "D")
- e. RECOMMENDED APPROVAL OF LIBRARY FOUNDATION OF LOS ANGELES LIBRARY STORE LICENSE AGREEMENT (EXHIBIT "E")

BOARD DISCUSSION

- f. ORAL REPORT ON MAYOR'S PROPOSED BUDGET FOR FISCAL YEAR 2014-15
6. VARIOUS COMMUNICATIONS: NONE
7. COMMISSIONERS' COMMENTS, ANNOUNCEMENTS AND REVIEW OF MATTERS PENDING
8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE NEXT BOARD MEETING IS SCHEDULED FOR THURSDAY, **MAY 8, 2014**, AT THE **BALDWIN HILLS BRANCH LIBRARY**, 2906 LA BREA AVENUE, LOS ANGELES, CA 90016, CONVENING AT **11:00 A.M.**

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

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

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

4/21/2014

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

April 24, 2014

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian *JS*
SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF ENCINO-TARZANA
BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$6,000 received from The Friends of Encino-Tarzana Branch Library, for the benefit of the Encino -Tarzana Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$6,000 is for the "Hot Off The Press" Bestseller Program 2014/2015.
2. A letter of thanks should be sent to:


Ms Adele Druck, President
Friends of Encino-Tarzana Branch Library
18231 Ventura Blvd.,
Tarzana, CA 91356

Prepared by: Ruth Seid, West Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

April 24, 2014

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$6,000 received from Friends of the Platt Library, for the benefit of the Platt Branch Library be accepted; and

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

FINDINGS:

1. Gift of \$6,000 is for the "Hot Off the Press" Bestseller Program for 2014/2015.
2. A letter of thanks should be sent to:

Annie Haas, President
Friends of the Platt Library
23600 Victory Blvd.
Woodland Hills, CA 91367

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


Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "B"

April 24, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **REVISED AGREEMENT WITH ANTIOCH UNIVERSITY LOS ANGELES
TO PROVIDE WORK STUDY STUDENTS**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the action taken by the Board of Library Commissioners on August 22, 2013 to approve the Federal Work Study Off-Campus Agreement with Antioch University to provide work study students at the Los Angeles Public Library (LAPL) be rescinded; and

FURTHER RESOLVED, That the Board of Library Commissioners approve the revised Federal Work Study Off-Campus Agreement with Antioch University to provide work study students at the Los Angeles Public Library (LAPL); and

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution; and

FURTHER RESOLVED, That the Board President be authorized to execute the Agreement upon receipt of the required approvals.

FINDINGS:

1. On August 22, 2013, the Board of Library Commissioners approved an agreement between Antioch University and the Library to create a mutually beneficial program where a few of Antioch's students would work in the Library to supplement the Adult Literacy Program, gain work experience in their chosen professions, and help Antioch University meet the community service provisions required to obtain Federal Work Study funds.
2. The original agreement approved by the Board inadvertently omitted the mutual indemnification clause required by the City's Risk Manager.
3. The attached Agreement has been reviewed as to form by City Attorney staff.

Prepared by: Kyle Millager, Business Manager

Reviewed by: Kris Morita, Assistant General Manager

FEDERAL WORK STUDY OFF-CAMPUS AGREEMENT

Between the Los Angeles Public Library And Antioch University Los Angeles

This agreement is entered into between Antioch University, dba **Antioch University Los Angeles (AULA)**, hereinafter known as the "Institution," and **LOS ANGELES PUBLIC LIBRARY**, hereinafter known as "LAPL," a local public agency, for the purpose of providing work to students eligible for the Federal Work Study Program (FWS).

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and LAPL and must set forth:

1. brief descriptions of the work to be performed by students under this agreement;
2. the total number of students to be employed;
3. the average number of hours per week each student will be used; and
4. the total length of time the student is expected to work.

The Institution will inform LAPL of the maximum number of hours per week a student may work, not to exceed 20 hours per week. Transportation for students to and from their work assignments will not be provided by either the Institution or LAPL; nor will students be compensated or reimbursed for commute time to and from work assignments.

Students will be made available to LAPL by the Institution to perform specific work assignments determined by the Institution and LAPL. The LAPL shall have the right to review and approve any personnel who are assigned to work under this agreement. Students may be removed from work on a particular assignment or from LAPL facilities by the Institution, either on its own initiative or at the request of LAPL. LAPL agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, religion, ancestry, color, sexual orientation, age, disability, marital status, medical condition, national origin, or sex. Students will be required to sign the City of Los Angeles Volunteer Application (attached as Exhibit 2).

LAPL further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the regulations of the Department of Education which implement those Acts. The Institution further agrees to comply with the provisions and regulations of the State of California and the City and County of Los Angeles

The Institution is considered the employer for purposes of this agreement and it has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assign students to work for LAPL, and to make the final determination that the students did in fact perform their work. LAPL's right is limited to direction of the details and means by which the work set forth in the schedule is to be accomplished.

Under this arrangement LAPL will furnish time reports to the Institution for each payroll period indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported for review and retention.

Compensation to students for work performed on a project under this agreement will be disbursed (including all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws) by the Institution. Under no circumstances will the LAPL be responsible for payment to students under this agreement.

Unless otherwise provided for herein and unless otherwise agreed to by LAPL, all Work Products originated and prepared by the Institution or its students of any tier under this agreement shall be and remain the exclusive property of LAPL for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this agreement including, without limitation, documents, material, data reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property.

TERMINATION

Either party may terminate this agreement for its convenience at any time by giving the other party 10 days written notice thereof. Upon receipt of said notice, the Institution shall immediately take action to inform and remove students from LAPL facilities.

INSURANCE

During the term of this Agreement and without limiting Institution's indemnification of the LAPL, Institution shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Institution, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to City of Los Angeles requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the City of Los Angeles, Office of the City Administrative Officer, Risk Management. Institution shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

Notwithstanding the foregoing provisions of this section to the contrary, LAPL shall maintain the insurance required of this section through a program composed of any combination of self- insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the LAPL's sole option.

INDEMNIFICATION

Except for the active negligence or willful misconduct of LAPL, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, the Institution undertakes and agrees to defend, indemnify and hold harmless LAPL and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LAPL, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Institution's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by the Institution or its subcontractors of any tier. Rights and remedies available to LAPL under this provision are cumulative of those provided for elsewhere in this agreement and those allowed under the laws of the United States and the State of California. The provisions of Indemnification shall survive expiration or termination of this agreement.

Except for the active negligence or willful misconduct of Institution, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, LAPL undertakes and agrees to defend, indemnify and hold harmless Institution and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands

and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by Institution, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the LAPL's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by the LAPL or its subcontractors of any tier. Rights and remedies available to Institution under this provision are cumulative of those provided for elsewhere in this agreement and those allowed under the laws of the United States and the State of California. The provisions of Indemnification shall survive expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed:

**ANTIOCH UNIVERSITY
LOS ANGELES**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

CITY OF LOS ANGELES

A municipal corporation, acting by and through
the Board of Library Commissioners

BY: _____

NAME: JOSEFA SALINAS

TITLE: President, Library Commission

DATE: _____

BY: _____

NAME: Raquel M. Borden

TITLE: Commission Executive Assistant

DATE: _____

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

BY: _____

NAME: Basia Janowski

TITLE: Deputy City Attorney

DATE: _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "C"

April 24, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian



SUBJECT: **AMENDMENT TO THE UNION STATION EXHIBITION AGREEMENT WITH
THE GETTY RESEARCH INSTITUTE**

RECOMMENDATION:

THAT the Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners authorize the City Librarian to amend the agreement with the Getty Research Institute regarding the Union Station exhibition; and,

FURTHER RESOLVED, That the City Attorney and City Librarian be authorized to make technical changes to the Agreement prior to execution."

FINDINGS:

1. On July 12, 2012, the Board of Library Commissioners approved the agreement between the Library and the Getty Research Institute (GRI) regarding the Union Station exhibition.
2. The GRI wants to amend the title of the exhibition to "No Further West: The Story of Los Angeles Union Station."
3. Additionally, the items in the exhibition now include materials loaned from the GRI's collection, which is valued at \$491,125, Huntington Library (\$4,125), Automobile Club (\$17,500), Los Angeles County Metropolitan Transportation Authority (\$90,000), and from the Los Angeles Public Library's collection.
4. This will be the third joint venture with the GRI. The two previous successful exhibitions include "Julius Shulman's Los Angeles" and "A Nation Emerges: The Mexican Revolution Revealed."
5. The exhibit will be on display at the Central Library's Getty Gallery from May 1 to August 10, 2014.
6. The agreement has been reviewed by the Deputy City Attorney as to form.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kyle Millager, Business Manager

AMENDMENT TO AGREEMENT FOR LOAN EXHIBITION

TO AGREEMENT Number 0400034397 dated July 8, 2013 by and between the Getty Research Institute, an operating program of The J. Paul Getty Trust (collectively, the “Getty”) and the Los Angeles Public Library (the “Exhibitor”), (the “Agreement”)

WHEREAS, the Getty and the Exhibitor wish to amend the terms of the Agreement as follows:

Section 1.1 Loan Objects (first paragraph) shall be amended to read as follows:

The Exhibition will consist of one hundred and fifteen (115) objects. One hundred and eight (108) of the objects shall be loaned to the Exhibition as follows: twenty-eight (28) drawings from the Research Library at the Getty Research Institute, eight (8) photographs and six (6) objects of ephemera from the Huntington Library, three (3) objects from the Los Angeles County Metropolitan Transportation Authority, two (2) watercolors from the Automobile Club of Southern California, and sixty-one (61) facsimiles or reproductions from various sources (the “Loan Objects”). A list of the Loan Objects is attached hereto as Appendix A; a selection of the Loan Objects from the Getty’s collection is attached hereto as Appendix B. The Exhibition will also include seven (7) objects from the Exhibitor’s collection to include but not be limited to two (2) rare books, photographs and maps. The Exhibitor will be responsible for executing loan agreements with the lenders. The Exhibitor may not add materials from its collections to the Exhibition other than those selected by the curator, or delete Loan Objects from the Exhibition without the advance written approval of the Getty.

Section 1.3 Exhibition Title is amended to read as follows:

The title of the Exhibition is *No Further West: The Story of Los Angeles Union Station*. The title may not be modified by Exhibitor without prior written permission from the Getty.

Section 1.4.1 Credit Line and Additional Funding (second paragraph) is modified to add the following sentence:

Exhibition Credit Line Two (sponsor’s credit) shall be “This exhibition has been organized by the Getty Research Institute with the generous participation of the Automobile Club of Southern California.”

Section 1.4.1 Credit Line and Additional Funding (third paragraph) is amended to read as follows:

The parties agree to list Exhibition Credit Line One (and Exhibition Credit Line Two, if applicable) on the Exhibition’s title wall, web page, and all press material.

Section 3.1 The final paragraph shall be modified to add the following sentence:

All furniture, fixtures and equipment provided by the Getty shall remain the property of the Getty and shall be returned to the Getty upon the closing of the Exhibition.

Section 3 FEES AND EXPENSES; SPONSORSHIP shall be amended to add the following Section:

3.5 Opening Reception

The Exhibitor agrees to waive all facility fees and library staff fees. The Exhibitor will provide at no charge a microphone and stand in the Getty Gallery for remarks and as many 6’ or 60” rd tables or white folding chairs as needed. The Getty will arrange for additional equipment, such as platform, cocktail tables, and linen directly with a rental company.

Section 6.1 a) shall be amended to read as follows:

a) at a value of \$491,125 USD

Section 6.1 shall be modified to add the following sentence to the second paragraph:

Additionally, the Exhibitor shall take into account and abide by lenders' insurance requirements, including provision of certificates of insurance, if so required by any lender. For equipment installations undertaken by Getty staff on the Exhibitor's premises, the Getty shall provide the Exhibitor with a certificate of insurance evidencing the following coverages: general liability of \$1,000,000 and workers' compensation of \$1,000,000. The Getty shall include the Exhibitor as an additional insured on the general liability coverage to the extent of the Getty's negligence.

Section 7.2 shall be amended to read as follows:

The Loan Objects may not be photographed by the Exhibitor, except for overall installation shots for archival purposes or damage shots. **Visitor photography in the Getty Gallery is permitted provided no flash is used**, and Exhibitor agrees that the Getty may post signs in the Getty Gallery notifying visitors about this prohibition. Still photography or filming of the Loan Objects by the press for news and feature coverage is permitted. All other still photography or filming must be approved in advance by the Getty.

In all other respects, the Agreement remains unchanged and is hereby reconfirmed.

In witness whereof, this Amendment is effective as of March 10, 2014.

AGREED TO AND ACCEPTED:

The J. Paul Getty Trust

By: _____
William G. Humphries
Controller

Date: _____

Los Angeles Public Library

By: _____
John F. Szabo
City Librarian

Date: _____

APPROVED AS TO FORM

**Michael Feuer,
City Attorney**

By: _____
Basia Jankowski
Deputy Attorney III

Date: _____

No Further West: The Story of Los Angeles Union Station **Object Checklist**

Section IA. Historical Context

1.

Arcade Station, Southern Pacific Railroad, ca. 1914

Reproduction of gelatin silver print

Los Angeles Public Library Photo Collection

2.

Le Grande Station, Atchison, Topeka & Santa Fe Railway, ca. 1900

Reproduction of gelatin silver print

Los Angeles Public Library Photo Collection

3.

Salt Lake Depot, the San Pedro, Los Angeles and Salt Lake Railroad, ca. 1918

Reproduction from *Report on Railroad Grade Crossing and Passenger and Freight Terminals in Los Angeles* (Sacramento: Railroad Commission of the State of California, 1920), p. 244

Courtesy of University of Southern California, on behalf of the USC Libraries Special Collections

4.

Entrance to Southern Pacific Depot, Los Angeles, Cal., ca. 1915

Reproduction of postcard

Hecht's Quality Cards

Werner von Boltensstern Postcard Collection. Department of Archives and Special Collections, William H. Hannon Library, Loyola Marymount University

5.

Main Waiting Room, S. P. Depot—Los Angeles, Cal., ca. 1915

Reproduction of postcard

Pacific Novelty Co.

Werner von Boltensstern Postcard Collection. Department of Archives and Special Collections, William H. Hannon Library, Loyola Marymount University

6.

Los Angeles street scene, ca. 1902

Reproduction from glass plate negative

Automobile Club of Southern California Archives

7.

Southern Pacific on Alameda Street, ca. 1930s

Reproduction of gelatin silver print

Los Angeles Railroad Heritage Foundation

No Further West: The Story of Los Angeles Union Station
Object Checklist

8.

Industry Map of Los Angeles, 1925
Southern Pacific Company
Reproduction from TK
Courtesy of The Huntington Library, San Marino, California

Section IB. Architecture of the Station

9.

Perspective View of Approach to Station, February 8, 1937
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 30.75 x 19.25"

10.

Exterior, Union Station, 2013
Inkjet print
Photograph by John Kiffe, Getty Research Institute, Los Angeles

11.

Alameda Street Elevation, July 21, 1936
Graphite pencil and charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD:

12.

Tower Section XII, November 9, 1937
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 22.25 x 31.75"

13.

Tower Clock Dial, September 1, 1936
Nicholas A. Kabush (American, 1900–1995)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 17.75 x 23.25

No Further West: The Story of Los Angeles Union Station
Object Checklist

14.

West Elevation, Main Concourse Interior, L.A.U.P.T., July 20, 1936
Unknown draftsman (signed "R.D.A.")
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 28.5 x 19.375"

15.

East Wall, Main Concourse, Section XII, February 24, 1938
Wallace C. Bonsall (American 1902–1986)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 43 x 22.75"

16.

Floor Study Design "B," January 7, 1937
Unknown draftsman
Graphite pencil and colored pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 28.75 x 26.75"

17.

Doorway ornament, 1939
Bronze
Courtesy Los Angeles County Metropolitan Transportation Authority
OD: 31.675w x 8.5h x 2d"

18.

Doorway Ornament, Details Section XIV, January 25, 1938
Unknown draftsman
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 39.75 x 25"

19.

Arcade Entrance, October 27, 1936
Unknown draftsman
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 20.5 x 20"

No Further West: The Story of Los Angeles Union Station
Object Checklist

20.

Main Concourse Section XII, March 6, 1938
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 33.25 x 27.25”

21.

Ticket Concourse, Union Station, 2013
Inkjet print
John Kiffe, Getty Research Institute, Los Angeles

22.

Waiting Room Ceiling, February 12, 1938
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 28.5 x 32.25”

23.

Waiting Room, Union Station, 2013
Inkjet print, John Kiffe, Getty Research Institute, Los Angeles

24.

Tile and Ceiling Motifs, ca. 1937
Herman Sachs (American, b. Romania, 1889–1940)
Gouache on paper
Getty Research Institute, Los Angeles
OD: 30 7/8 x 23 1/8”

25.

Wainscot Details, January 7, 1937
Unknown draftsman
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 18 x 15 1/4”

26.

Elevations, Travelers Aid, August 20, 1937
Edward Warren Hoak (American, (1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 33 x 26.375”

No Further West: The Story of Los Angeles Union Station
Object Checklist

27.

Electric Sign Wall, East Wall, Passage, Section III, April 22, 1939
Edward Warren Hoak (American, (1901-1978)
Graphite on architectural vellum
Getty Research Institute, Los Angeles
OD: 47 7/8 x 30 1/4"

28.

Sketch for a Soda Fountain Annex in North Patio, February 8, 1938
Edward Warren Hoak (American, 1901–1978)
Graphite on architectural vellum
Getty Research Institute, Los Angeles
OD: 41.375 x 32.125"

29.

North Patio, Union Station, 2013
Inkjet print
John Kiffe, Getty Research Institute, Los Angeles

30.

North Patio, ca. 1939
Reproduction of gelatin silver print
Los Angeles Public Library Photo Collection

31.

Aerial View of South Patio, undated
Edward Warren Hoak (American, (1901–1978)
Charcoal pencil and conté crayon on architectural vellum
Getty Research Institute, Los Angeles
OD: 29.375 x 12.25"

32.

Sketch Study A, South West Corner of North Patio, January 28, 1936
Unknown draftsman
Graphite pencil and wax pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 18.25 x 15"

33.

South Patio Details, August 2, 1938
Unknown draftsman
Graphite pencil and wax pencil on architectural vellum
Getty Research Institute, Los Angeles
OD:

No Further West: The Story of Los Angeles Union Station
Object Checklist

34.

Sketch of Metal Sheathing for Columns of Butterfly Sheds, September 4, 1937
Edward Warren Hoak (American, 1901–1978)
Graphite on architectural vellum
Getty Research Institute, Los Angeles
OD: 42.5 x 20.625"

35.

Car Supply and Repair Shop, June 15, 1937
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 37.75 x 21.875"

36.

Movable Train Directory Bulletin Board, Located in Vestibule, Section XII, April 5, 1939
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 53 x 30.125"

37.

Movable Train Directory Bulletin Board, 1939
American walnut, Belgian marble, steel, glass, felt
Courtesy Los Angeles County Metropolitan Transportation Authority
108w x 80h x 18d"

38.

Loud Speaker Grille, Section XI, September 17, 1938
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 18 7/8 x 25 5/8"

39.

Loud Speaker Grille, Section XI, ca. 1938
Edward Warren Hoak (American, 1901–1978)
Charcoal pencil on architectural vellum
Getty Research Institute, Los Angeles
OD: 23 1/4 x 37 1/4"

No Further West: The Story of Los Angeles Union Station **Object Checklist**

40.

Elevation of Information Booth, March 25, 1937

Unknown draftsman

Charcoal pencil on architectural vellum

Getty Research Institute, Los Angeles

OD: 20 $\frac{3}{4}$ x 20 $\frac{1}{4}$ "

41.

Information Booth Section XII, April 7, 1938

Edward Warren Hoak (American, 1901–1978)

Charcoal pencil on architectural vellum

Getty Research Institute, Los Angeles

OD: 21.5 x 16.125"

42.

Chair Seating Details, Waiting Room Section XI, June 30, 1938

Edward Warren Hoak (American, 1901–1978)

Charcoal pencil on architectural vellum

Getty Research Institute, Los Angeles

OD: 46.5 x 25.5"

43.

Waiting Room Light Fixture, August 19, 1938

Edward Warren Hoak (American, 1901–1978)

Charcoal pencil on architectural vellum

Getty Research Institute, Los Angeles

OD:

44-49.

Selected photographs, 2013-2014

John Kiffe, Getty Research Institute, Los Angeles

Copy prints

Section II. Battle for a Union Station

50.

Engineering Department Plan for a Union Terminal at the Plaza

Reproduction from *Report on Railroad Grade Crossing Elimination and Passenger and Freight Terminals in Los Angeles* (Sacramento: California Railroad Commission, 1920), p. 311

Courtesy of University of Southern California, on behalf of the USC Libraries Special Collections

No Further West: The Story of Los Angeles Union Station **Object Checklist**

51.

Sketch Showing Railroads' Plan

Reproduction from *The Solution of the Los Angeles Station Problem Offered by Union Pacific System, Atchison, Topeka & Santa Fe Railway, and Southern Pacific Company* (Los Angeles: Union Pacific Railroad Company, 1926), pp. 6–7

Facsimile

Courtesy of The Huntington Library, San Marino, California

52.

Aerial view, Los Angeles, 1933

Reproduction of gelatin silver print

UCLA Department of Geography, The Benjamin and Gladys Thomas Air Photo Archives, Spence Collection

Section III. Plaza and Olvera Street

53.

Los Angeles Plaza, 1890

Reproduction from gelatin silver print

Los Angeles Public Library Photo Collection

54.

Aerial View of the Los Angeles Plaza, 1892

Reproduction from gelatin silver print

Los Angeles Public Library Photo Collection

55.

Sketches of Olvera Street: El paseo de Los Angeles, 1931

(Los Angeles: Simpson, 1931)

Los Angeles Public Library Rare Books Collection

Open: 7.875 x 5.25"

56.

Olvera Street: Its History and Restoration, 1933

Christine Sterling

Publ. Los Angeles

Los Angeles Public Library Rare Books Collection

Open: 12.125 x 9.125"

57.

Mexican Marketplace, Olvera Street, Los Angeles, Calif. ca.1930s

Reproduction from postcard

Courtesy of the California History Room, California State Library, Sacramento, California

No Further West: The Story of Los Angeles Union Station
Object Checklist

58.

Olvera Street, 1954

Ralph Hulett (American, 1915–1974)

Watercolor

Automobile Club of Southern California Archives

OD: 30.875 x 30.625"

59.

Olvera Street (the Plaza), 1949

Phil Dike (American, 1906–1990)

Watercolor

Automobile Club of Southern California Archives

OD: 19.5 x 24.5"

Section IV. Chinatown

60.

Views of Chinatown, ca. 1938 [slideshow of # images]

Courtesy of The Huntington Library, San Marino, California

61.

Location and Class of Buildings, Railroad and Industrial District, Los Angeles

Reproductoin from *Report on Railroad Grade Crossing Elimination and Passenger and Freight Terminals in Los Angeles* (Sacramento: Railroad Commission of the State of California, 1920), p. 479

Courtesy of University of Southern California, on behalf of the USC Libraries Special Collections

62.

Detail of the Set-Back Plaza Stub Plan, September 1, 1933

Reproduction of blue-line print

Courtesy of University of Southern California, on behalf of the USC Libraries Special Collections

Section V. All Aboard!

63-64.

The New Streamliner, City of Los Angeles, 1938

Union Pacific Railroad

Courtesy of The Huntington Library, San Marino, California

*2 Copies framed together.

Closed: 6 x 5"

Open: 12 x 5"

OD: 15.25 x 17.25

No Further West: The Story of Los Angeles Union Station
Object Checklist

65.

City of Los Angeles, 1938

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25

66.

City of Los Angeles, Ladies Dressing Room, 1938

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25

67.

City of Los Angeles, Roomette, 1938

Union Pacific

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 13.25 x 15.25

68.

City of Los Angeles, Dining Car, ca. 1940s

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25

69.

Sunset Limited, ca. 1950

Southern Pacific Railroad

Gelatin silver print

OD: 15.25 x 13.25

70.

Sunset Limited, Oval End of Observation Car, ca. 1950

Southern Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 13.25 x 15.25

No Further West: The Story of Los Angeles Union Station
Object Checklist

71.

Sunset Limited, Dining Car, ca. 1950

Southern Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 13.25 x 15.25

72.

Sunset Limited, Double Bedroom, ca. 1950

Southern Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 13.25 x 15.25

73.

Super Chief, ca. 1940

Atchison, Topeka and Santa Fe Railway Company

Copy print 14 x 12"

Courtesy of Los Angeles Railroad Heritage Foundation

74.

Super Chief, Interior of Observation Car, ca. 1940

Atchison, Topeka and Santa Fe Railway Company

Copy print 12 x 14"

Courtesy of Los Angeles Railroad Heritage Foundation

75.

Southern Pacific Presents-Daylight, 1937

Southern Pacific

Courtesy of The Huntington Library, San Marino, California

Open: 21 x 8"

76.

~~*Color and Design in Passenger Equipment*, 1937~~ ELIMINATED

~~Pullman Standard Car Manufacturing Co.~~

~~Courtesy of The Huntington Library, San Marino, California~~

~~Open: 22 1/8 x 8.5"~~

77.

The California Limited, 1927-28

Atchison, Topeka and Santa Fe Railway Company

Courtesy of The Huntington Library, San Marino, California

Open: 8.25 x 9"

No Further West: The Story of Los Angeles Union Station
Object Checklist

78.

The Chief, 1930-1931

Atchison, Topeka and Santa Fe Railway Company

Courtesy of The Huntington Library, San Marino, California

Open: 8 x 9"

79.

California Picture Book, June 1, 1936

Atchison, Topeka and Santa Fe Railway Company

Courtesy of The Huntington Library, San Marino, California

Open: 15.75 x 9"

Feature Wall: California Missions

80.

Santa Barbara County Courthouse, 2001

Architect: William Mooser Company

Photograph by James Chen

Copy print 16 x 16"

81.

Santa Barbara County Courthouse, Courtyard, 2001

Architect: William Mooser Company

Photograph by James Chen

Copy print 16 x 12"

82.

San Antonio de Padua, founded 1771

Reproduction from *The Franciscan Mission Architecture of Alta California* (New York:

Architectural Book Publishing Co., 1916) pl. IV

83.

San Carlos Borromeo del Río Carmelo, founded 1770

Reproduction from *The Franciscan Mission Architecture of Alta California* (New York:

Architectural Book Publishing Co., 1916) pl. VI

84.

San Fernando Rey de España, founded 1797

Reproduction from *The Franciscan Mission Architecture of Alta California* (New York:

Architectural Book Publishing Co., 1916) pl. XXXIV

No Further West: The Story of Los Angeles Union Station
Object Checklist

85.

Plan of Mission San Juan Capistrano, founded 1776

Reproduction from *The Franciscan Mission Architecture of Alta California* (New York: Architectural Book Publishing Co., 1916) pl. VIII

Section VI: Union Station 2050 Vision Boards

86.

Union Station 2050 Vision Board

Gruen/Grimshaw

Reproduction from digital file

87-90.

Gruen Drawings

Reproduction from digital file

91.

Union Station 2050 Vision Board

UNStudio/EE&K

Reproduction from digital file

92-95.

UNStudio/EE&K Drawings

Reproduction from digital file

96.

Union Station 2050 Vision Board

NBBJ

Reproduction from digital file

97-100.

NBBJ Drawings

Reproduction from digital file

101.

Union Station 2050 Vision Board

Moore Rubell Yudell

Reproduction from digital file

102-105.

Moore Rubell Yudell Drawings

Reproduction from digital file

No Further West: The Story of Los Angeles Union Station
Object Checklist

106.

Union Station 2050 Vision Board

Foster and Partners

Reproduction from digital file

107-110.

Foster and Partners Drawings

Reproduction from digital file

111.

Union Station 2050 Vision Board

Renzo Piano

MDF, wood, mixed-media

Courtesy of Metropolitan Transportation Authority

112.

Renzo Piano Drawings

Reproduction from digital file

113.

Southern Pacific *Daylight* on Alameda St., May 1939

Reproduction from digital file

Los Angeles Railroad Heritage Foundation

21 x 12"

Murals

South Patio, Union Station, 2013

John Kiffe, Getty Research Institute

Aerial View, Union Station, August 7, 1940. UCLA Department of Geography, The Benjamin and Gladys Thomas Air Photo Archives, Fairchild Collection.

Pullman Progress

Courtesy of The Huntington Library, San Marino, California



Marlyn Musicant

Los Angeles Public Library

May 02, 2014 - August 10, 2014

Sorted By: Gallery

Section 1: Architectural Drawings

Subgroup:

1) Responsible party: Donald Parkinson

July 21, 1936

Alameda Street Elevation

Alameda St. Elevation

graphite pencil,
charcoal pencil,
architectural vellum



Drawing on architectural vellum.

990035.100

MM098

Insurance value: \$25,000

2) Responsible party: Donald Parkinson

July 20, 1936

West Elevation, Main Concourse Interior, L.A.U.P.T.

West elevation main concourse interior LAUPT

black pencil, red pencil,
graphite pencil,
architectural vellum



Drawing on architectural vellum. Notes on obverse signed "Parkinson July 22, 1936".

990035.102

MM100

Insurance value: \$10,000

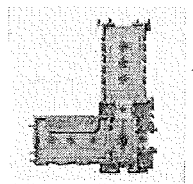
3) Responsible party: Donald Parkinson

January 7, 1937

Floor Study Design B

Floor study design "B"

graphite pencil, yellow
pigment, architectural
vellum



Drawing on architectural vellum.

990035.105

MM103

Insurance value: \$10,000

4) Responsible party: Donald Parkinson

January 25, 1938

Doorway Ornament, Details Section XIV

Detail ornament doorway section XIV

graphite pencil,
charcoal pencil,
architectural vellum



Drawing on architectural vellum.

990035.18

MM016

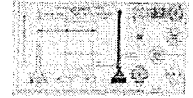
Insurance value: \$5,000



Sorted By: Gallery

Gallery: A

- 5) Responsible party: Donald Parkinson April 5, 1939
- Movable Train Directory Bulletin Board, Located in Vestibule, Section XII
Moveable train directory bulletin board located in vestibule, section XII
- graphite pencil,
charcoal pencil,
architectural vellum



Drawing on architectural vellum. Signed "Hoak" on obverse.

990035.20

MM018

Insurance value: \$25,000

- 6) Responsible party: Donald Parkinson September 1, 1936
- Tower Clock Dial
Tower clock dial
- graphite pencil,
charcoal pencil, red
pencil, architectural
vellum



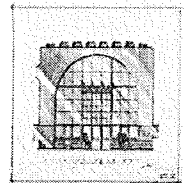
Drawing on architectural vellum. Signed "NAK" on obverse.

990035.22

MM020

Insurance value: \$5,000

- 7) Responsible party: Donald Parkinson October 27, 1936
- Arcade Entrance
Arcade entrance
- graphite pencil, red
pencil, architectural
vellum



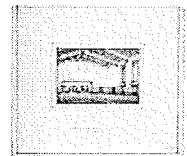
Drawing on architectural vellum.

990035.25

MM023

Insurance value: \$7,500

- 8) Responsible party: Donald Parkinson February 2, 1938
- Waiting Room Ceiling
Waiting room ceiling sec. XI
- black pencil, red pencil,
architectural vellum



Drawing on architectural vellum.

990035.30

MM028

Insurance value: \$20,000



Sorted By: Gallery

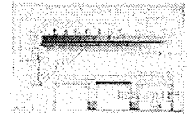
Gallery: A

- 9) Responsible party: Donald Parkinson

Electric Sign, East Wall, Passage, Section III
[Electrical sign E. wall: section, elevation and detail elevation]

April 22, 1939

charcoal pencil, gray
ink, architectural vellum



Drawing on architectural vellum. Signed "Hoak" on obverse.

990035.31

MM029

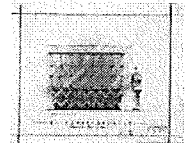
Insurance value: \$12,500

- 10) Responsible party: Donald Parkinson

Wainscot Details
Wainscot details

January 7, 1937

graphite pencil,
pigment, architectural
vellum



Drawing on architectural vellum.

990035.32

MM030

Insurance value: \$7,500

- 11) Responsible party: Donald Parkinson

[Perspective View of Approach to Station]
[Perspective view of station]

February 8, 1937

charcoal pencil,
graphite pencil,
architectural vellum



Drawing on architectural vellum. Signed "Edward Warren Hoak" on obverse.

990035.35

MM033

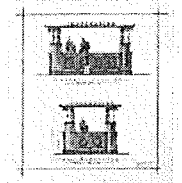
Insurance value: \$25,000

- 12) Responsible party: Donald Parkinson

Elevation of Information Booth
[Side and end elevation of information booth]

March 25, 1937

graphite pencil, ink,
architectural vellum



Drawing on architectural vellum.

990035.36

MM034

Insurance value: \$5,000



Sorted By: Gallery

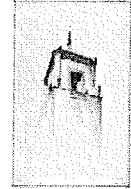
Gallery: A

- 13) Responsible party: Donald Parkinson

Tower Section XII
Sec. XII tower

November 9, 1937

charcoal pencil,
architectural vellum



Drawing on architectural vellum.

990035.38

MM036

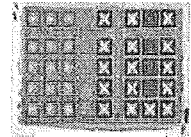
Insurance value: \$15,000

- 14) Responsible party: Donald Parkinson

[Designs for Tile Patterns]
[Designs for tile patterns]

[ca. 1937]

gouache, paper



Gouache painting on paper adhered to board.

990035.4

MM002

Insurance value: \$25,000

- 15) Responsible party: Donald Parkinson

East Wall Main Concourse Section XII
East wall main concourse section XII

[1938]

charcoal pencil,
graphite pencil,
architectural vellum



Drawing on architectural vellum. Signed "W. Bosnell" on obverse.

990035.40

MM038

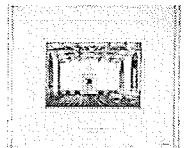
Insurance value: \$25,000

- 16) Responsible party: Donald Parkinson

Main Concourse Section XII
Main concourse sec. XII

March 6, 1938

black pencil, red pencil,
architectural vellum



Drawing on architectural vellum. Signed "EWHoak" on obverse.

990035.42

MM040

Insurance value: \$20,000



Sorted By: Gallery

Gallery: A

17) Responsible party: Donald Parkinson

Information Booth Section XII

Information booth section XII

April 7, 1938

charcoal pencil,
architectural vellum



Drawing on architectural vellum.

990035.44

MM042

Insurance value: \$7,500

18) Responsible party: Donald Parkinson

Chair Seating Details, Waiting Room Section XI

Det's, "Chair Seating", waiting room, sec. XI

June 30, 1938

charcoal pencil,
architectural vellum



Drawing on architectural vellum.

990035.46

MM044

Insurance value: \$7,500

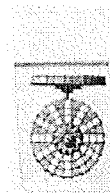
19) Responsible party: Donald Parkinson

Restudy of Phoenix-Day design for waiting room lighting fixture

Restudy of Phoenix Day Design, Waiting Room Lighting Fixture

August 19, 1938

pencil, architectural
vellum



Drawing on architectural vellum.

990035.48

MM046

Insurance value: \$7,500

20) Responsible party: Donald Parkinson

Loud Speaker Grille, Section XI

Loud speaker grille sec. XI

September 17, 1938

graphite pencil, black
pencil, architectural
vellum



Drawing on architectural vellum.

990035.50





MM048

Insurance value: \$5,000



Sorted By: Gallery

Gallery: A

21)	Responsible party: Donald Parkinson Loud speaker grille waiting room, sec. XI Loud Speaker Grille Section XI Drawing on architectural vellum. Insurance value: \$7,500	[1938] pencil, architectural vellum	 990035.51 MM049
22)	Responsible party: Donald Parkinson [Patio] [View of patio] Drawing on architectural vellum. Insurance value: \$25,000	undated Conte crayon, charcoal pencil, architectural vellum	 990035.57 MM055
23)	Responsible party: Donald Parkinson Sketch of Metal Sheathing for Columns of Butterfly Sheds Sketch of met. sheathing for cols of butterfly sheds Drawing on architectural vellum. Signed "Edward Warren Hoak" on obverse. Insurance value: \$7,000	December 4, 1937 graphite pencil, blue ink, architectural vellum	 990035.73 MM071
24)	Responsible party: Donald Parkinson Sketch for a Soda Fountain Annex in North Patio Sketch of soda fountain annex in north patio Drawing on architectural vellum. Signed "Edward Warren Hoak" on obverse. Insurance value: \$25,000	February 8, 1938 graphite pencil, red pencil, architectural vellum	 990035.79 MM077



Sorted By: Gallery

Gallery: A

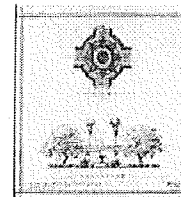
25) Responsible party: Donald Parkinson

South Patio Details Elevation
[Plan and elevation for south patio details]

Drawing on architectural vellum.

August 2, 1938

graphite pencil,
architectural vellum



990035.86

MM084

Insurance value: \$2,500

26) Responsible party: Donald Parkinson

Elevations, Travelers Aid
[Elevations, detail and section...]

Drawing on architectural vellum. Signed "Edward Warren Hoak - 1937" on obverse.

August 20, 1937

charcoal pencil,
graphite pencil,
architectural vellum



990035.87

MM085

Insurance value: \$15,000

27) Responsible party: Donald Parkinson

Car Supply and Repair Shop
Car supply and repair shop

Drawing on architectural vellum. Signed "Edward Warren Hoak" on obverse.

June 15, 1937

charcoal pencil,
graphite pencil,
architectural vellum



990035.88

MM086

Insurance value: \$25,000

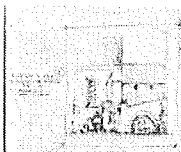
28) Responsible party: Donald Parkinson

Sketch Study A, South West Corner of North Patio
Sketch study A SW corner of north patio

Drawing on architectural vellum. Signed "WRH" on obverse.

January 28, 1936

pencil, architectural
vellum





The Getty Research Institute

No Further West: The Story of Los Angeles Union Station

Marlyn Musicant

Los Angeles Public Library

May 02, 2014 - August 10, 2014

Total Objects: 28

Sorted By: Gallery
990035.91
MM089

Insurance value: \$2,500

Total insurance value: 379,500

Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071

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Fax: *310-440-7783*

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1-2. Value \$250.00

The New Streamliner, City of Los Angeles, 1938

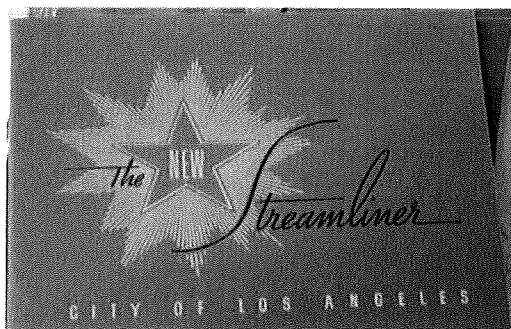
Union Pacific Railroad

Courtesy of The Huntington Library, San Marino, California

***2 Copies framed together**

Closed: 6 x 5" Open: 12 x 5"

OD: 15.25 x 17.25



3. Value \$100.00

City of Los Angeles, 1938

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25



4. Value \$250.00

City of Los Angeles, Ladies Dressing Room, 1938

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25



5. Value \$250.00

City of Los Angeles, Roomette, 1938

Union Pacific

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 13.25 x 15.25



6. Value \$250.00

City of Los Angeles, Dining Car, ca 1940s

Union Pacific Railroad

Gelatin silver print

Courtesy of The Huntington Library, San Marino, California

OD: 15.25 x 13.25



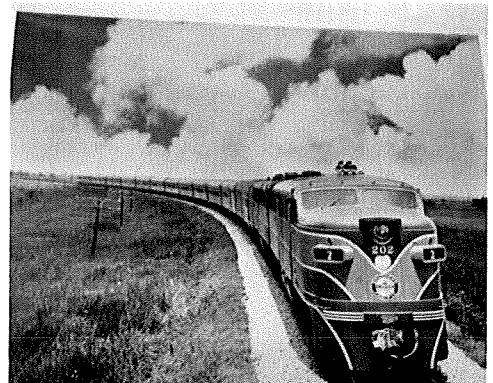
7. Value \$250.00

Sunset Limited, ca. 1950

Southern Pacific Railroad

Gelatin silver print

OD: 15.25 x 13.25



8. Value \$250.00

Sunset Limited, Oval End of Observation Car, ca. 1950

Southern Pacific Railroad

Gelatin silver print

OD: 13.25 x 15.25



9. Value \$250.00

Sunset Limited, Dining Car, ca. 1950

Southern Pacific Railroad

Gelatin silver print

OD: 13.25 x 15.25



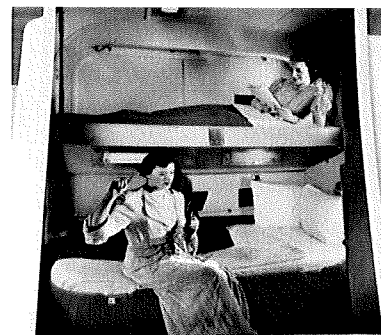
10. Value \$250.00

Sunset Limited, Double Bedroom, ca. 1950

Southern Pacific Railroad

Gelatin silver print

OD: 13.25 x 15.25



11. Value \$400.00

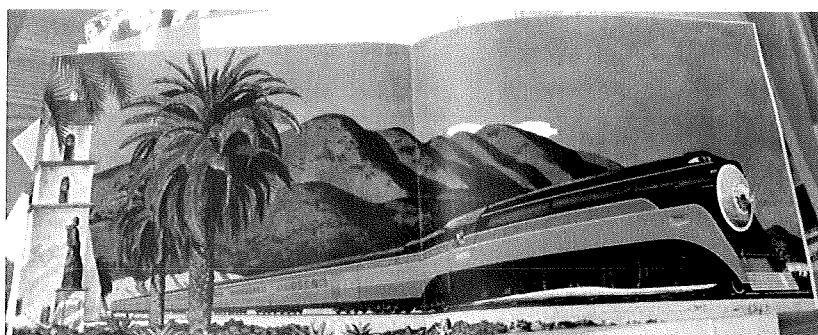
Southern Pacific Presents-Daylight, 1937

Southern Pacific

Courtesy of The Huntington Library, San

Marino, California

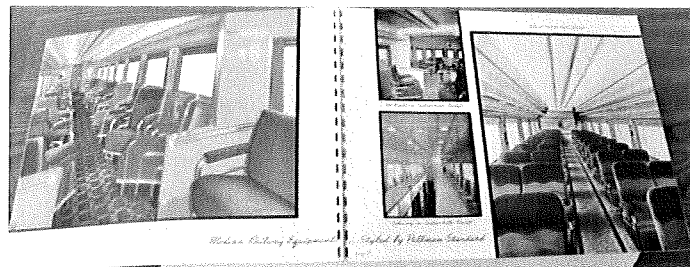
Open: 21 x 8"



12. Value \$500.00

Color and Design in Passenger Equipment, 1937

Pullman-Standard Car Manufacturing Co.



Courtesy of The Huntington Library, San Marino, California

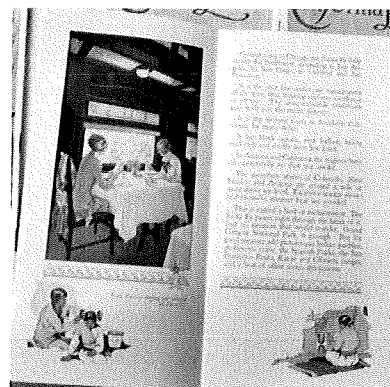
Open: 22 1/8 x 8.5"

13. Value \$300.00

The California Limited, 1927-28

Atchison, Topeka and Santa Fe Railway Company

Open: 8.25 x 9"

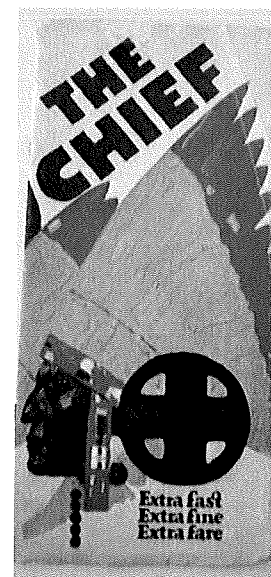


14. Value \$300.00

The Chief, 1930-1931

Atchison, Topeka and Santa Fe Railway Company

Open (to "Eastbound"): 8 x 9"

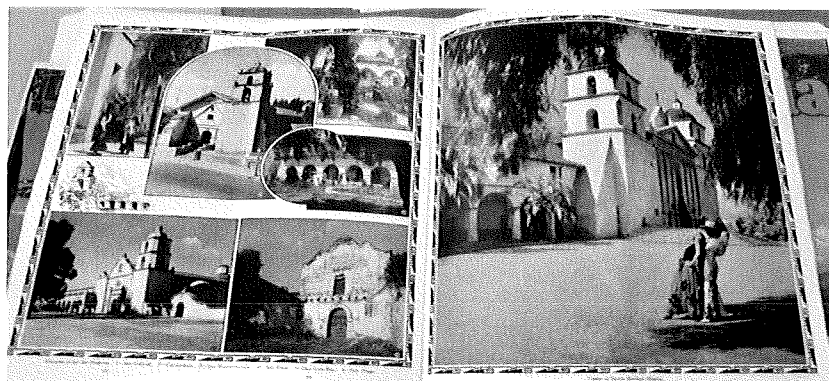


15. Value \$275.00

California Picture Book June 1, 1936

Atchison, Topeka and Santa Fe Railway Company

Open: 15.75 x 9"



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Conditions Governing Loan Of Objects To The Los Angeles Public Library (LAPL):

1. LAPL will exercise the same degree of care with respect to objects lent to it as it does with respect to its own property of a similar nature.
2. LAPL will insure loaned objects wall-to-wall under its fine arts policy for the amount indicated on the reverse side hereof during the period of the loan. The lender hereby agrees to hold LAPL, its officers, trustees, agents, and employees harmless from, and covenants not to sue for any claims against them for, any liability whatsoever arising out of any loss of or damage to any object lent to LAPL occasioned by a risk or peril not covered by the above-described insurance.

The lender may elect in writing to maintain his or her own insurance. LAPL will have no responsibility for any error or deficiency in information furnished to lender's insurer or for lapses in the lender's coverage. In addition, the lender hereby agrees to hold LAPL, its officers, trustees, agents, and employees harmless from, and covenants not to sue for any claims against them for, any liability whatsoever arising out of any loss or damage to any object lent to LAPL while such object is in the custody of LAPL. The lender will forward evidence, satisfactory to LAPL, of his or her insurance coverage to LAPL at least two weeks prior to shipment of the loaned objects to LAPL, and will, at LAPL request, arrange for LAPL to be named as an additional insured and for subrogation to be waived against LAPL under such policies.
3. The lender hereby warrants that he or she or it has full legal title to the objects listed on the face hereof, or is the duly authorized agent of the owner or owners of said objects. The lender hereby agrees to defend, indemnify LAPL, and to hold it harmless from and against, any allegations, causes, claims, liabilities, costs, or fees (including attorneys' fees) arising from or relating to claims by individuals, institutions or others claiming full or partial title to any one or all of said objects.
4. LAPL will give reasonable notice in writing if it desires to have any object taken back by the lender. California law provides that title to property loaned to LAPL may become vested in LAPL if such property remains unclaimed for an extended period of time and the lender fails to follow prescribed procedures to preserve his or her or its interest in the property. See California Civil Code §§1899 et seq.
5. California law requires that the lender notify LAPL promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift, or otherwise) of property on loan to LAPL. If LAPL is unable to contact the lender regarding the loan, the lender may lose his or her or its rights in the loaned property. See California Civil Code §§1899.4. A new owner may be required to establish the legal right to receive the property on loan by proof satisfactory to LAPL. The Agreement will be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the lender.
6. LAPL will report evidence of damage or loss to loaned objects at the time of receipt by LAPL or while in LAPL's custody. LAPL will not perform conservation work on or dispose of loaned property without the lender's permission unless (a) immediate action is deemed necessary to protect the loan property or other property in custody of LAPL or (b) the loaned property has become a health and safety hazard. See California Civil Code §§1899.6.
7. Unless otherwise notified in writing by the lender, LAPL may create and distribute reproductions of the object in print or electronic media for archival, educational, catalogue, web access, publicity or noncommercial purposes. It is understood that the loan may be photographed by the public while on exhibition subject to the same restrictions LAPL imposes upon the photography by the public of its own property of a similar nature.
8. For purposes of this Agreement, the term "object" includes the work of art as well as frames, bases and all other physical apparatus for support or assistance in display of the work of art, which are attached to or accompany the work of art upon its delivery to LAPL.
9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and no modification, exception or reservation may be made hereto other than by a written agreement executed by the lender and an authorized official of LAPL. This Agreement will be governed by and will be construed in accordance with the laws of the State of California, and all disputes arising from or relating to this Agreement will be prosecuted in any court of competent jurisdiction in Los Angeles, California. The parties consent to the jurisdiction of such courts over them.

Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071

LOAN AGREEMENT

Please complete, sign and return one copy. The second copy is for your records. **OPTION:** Please complete, sign and return both copies. A countersigned copy will be sent to you for your records.

Exhibition: *No Further West: The Story of Los Angeles Union Station*

Loan Period: *From date of arrival to August 15, 2014*

Lender: *Los Angeles County Metropolitan
Transportation Authority*

Telephone: *213-922-2849*

Address: *One Gateway Plaza
Los Angeles, CA 90012*

Telefax:

Email address: *welbornem@metor.org*

Borrower/Venue: *Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071*

Curator: *Getty Research Institute (GRI)
1200 Getty Center Dr., Ste. 1100
Los Angeles, CA 90049
Marlyn Musicant*

Telephone: *310-440-7664*
Fax: *310-440-7783*

E-mail address: *mmusicant@getty.edu*

Credit: _____ Courtesy Los Angeles County Metropolitan Transportation Authority _____
(exact form of lender's name for catalogue, labels and publicity)

1.
Doorway ornament, 1939
Bronze
24" wide x 1" deep x 6" high
Value: \$10,000

2.
Movable Train Directory Bulletin Board, 1939
American walnut, Belgian marble, bronze, steel, glass, felt
108" wide x 18" deep x 80" high
Value: \$70,000

3.
Union Station 2050 Vision Board
Renzo Piano
MDF, wood, mixed-media
40" wide x 30" deep x 9.5" high
Value: \$10,000

Framing/Mounting:

The Lender agrees that the objects may be prepared and secured for display by professional mountmakers under the supervision of the Getty Research Institute's Exhibitions Coordinator. The Exhibitions Coordinator will make every reasonable effort to assure that museum quality acid-free materials are used and that best practices in art handling are followed.

Insurance: Value of object(s) (for insurance purposes only): *\$90,000*

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630 W. 5th Street
Los Angeles, CA 90071

Lender to insure: (See Condition #3 on reverse)

LAPL to insure: X

Shipping Arrangements:

Getty Research Institute (GRI) to pay shipping costs: X

Lender to pay shipping costs:

Shipping arrangements are to be made in consultation with the GRI Exhibition Coordinator.

Terms and Conditions: This Loan Agreement shall be governed in all respects by the provisions set forth on the reverse side hereof. I have read the conditions on the reverse and accept them.

Signed _____ Date _____
(Los Angeles Public Library)

Signed _____ Date _____
(Lender or lender's authorized agent)

Conditions Governing Loan Of Objects To The Los Angeles Public Library (LAPL):

1. LAPL will exercise the same degree of care with respect to objects lent to it as it does with respect to its own property of a similar nature.
2. LAPL will insure loaned objects wall-to-wall under its fine arts policy for the amount indicated on the reverse side hereof during the period of the loan. The lender hereby agrees to hold LAPL, its officers, trustees, agents, and employees harmless from, and covenants not to sue for any claims against them for, any liability whatsoever arising out of any loss of or damage to any object lent to LAPL occasioned by a risk or peril not covered by the above-described insurance.

The lender may elect in writing to maintain his or her own insurance. LAPL will have no responsibility for any error or deficiency in information furnished to lender's insurer or for lapses in the lender's coverage. In addition, the lender hereby agrees to hold LAPL, its officers, trustees, agents, and employees harmless from, and covenants not to sue for any claims against them for, any liability whatsoever arising out of any loss or damage to any object lent to LAPL while such object is in the custody of LAPL. The lender will forward evidence, satisfactory to LAPL, of his or her insurance coverage to LAPL at least two weeks prior to shipment of the loaned objects to LAPL, and will, at LAPL request, arrange for LAPL to be named as an additional insured and for subrogation to be waived against LAPL under such policies.

3. The lender hereby warrants that he or she or it has full legal title to the objects listed on the face hereof, or is the duly authorized agent of the owner or owners of said objects. The lender hereby agrees to defend, indemnify LAPL, and to hold it harmless from and against, any allegations, causes, claims, liabilities, costs, or fees (including attorneys' fees) arising from or relating to claims by individuals, institutions or others claiming full or partial title to any one or all of said objects.
4. LAPL will give reasonable notice in writing if it desires to have any object taken back by the lender. California law provides that title to property loaned to LAPL may become vested in LAPL if such property remains unclaimed for an extended period of time and the lender fails to follow prescribed procedures to preserve his or her or its interest in the property. See California Civil Code §§1899 et seq.
5. California law requires that the lender notify LAPL promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift, or otherwise) of property on loan to LAPL. If LAPL is unable to contact the lender regarding the loan, the lender may lose his or her or its rights in the loaned property. See California Civil Code §§1899.4. A new owner may be required to establish the legal right to receive the property on loan by proof satisfactory to LAPL. The Agreement will be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the lender.
6. LAPL will report evidence of damage or loss to loaned objects at the time of receipt by LAPL or while in LAPL's custody. LAPL will not perform conservation work on or dispose of loaned property without the lender's permission unless (a) immediate action is deemed necessary to protect the loan property or other property in custody of LAPL or (b) the loaned property has become a health and safety hazard. See California Civil Code §§1899.6.
7. Unless otherwise notified in writing by the lender, LAPL may create and distribute reproductions of the object in print or electronic media for archival, educational, catalogue, web access, publicity or noncommercial purposes. It is understood that the loan may be photographed by the

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Los Angeles, CA 90071

public while on exhibition subject to the same restrictions LAPL imposes upon the photography by the public of its own property of a similar nature.

8. For purposes of this Agreement, the term "object" includes the work of art as well as frames, bases and all other physical apparatus for support or assistance in display of the work of art, which are attached to or accompany the work of art upon its delivery to LAPL.
9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and no modification, exception or reservation may be made hereto other than by a written agreement executed by the lender and an authorized official of LAPL. This Agreement will be governed by and will be construed in accordance with the laws of the State of California, and all disputes arising from or relating to this Agreement will be prosecuted in any court of competent jurisdiction in Los Angeles, California. The parties consent to the jurisdiction of such courts over them.

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630 West Fifth St.
Los Angeles, CA 90071

LOAN AGREEMENT

Please complete, sign and return one copy. The second copy is for your records. **OPTION:** Please complete, sign and return both copies. A countersigned copy will be sent to you for your records.

Exhibition: *No Further West: The Story of Los Angeles Union Station*

Loan Period: *From date of arrival to August 15, 2014*

Lender: *Automobile Club of Southern
California*

Telephone: *213-741-4486*

Address: *2601 S. Figueroa St.
Los Angeles, CA 90007*

Telefax:

Email address: *Roth.Matthew@aaa-calif.com*

Borrower/Venue: *Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071*

Curator: *Getty Research Institute (GRI)
1200 Getty Center Dr., Ste. 1100
Los Angeles, CA
Marilyn Musicant*

Telephone: *310-440-7664*

Fax: *310-440-7783*

E-mail address: *mmusicant@getty.edu*

Credit: _____

(exact form of lender's name for catalogue, labels and publicity)

1.
*Olvera Street, 1949
Phil Dike
Watercolor
Framed Dimensions: 24 ½ x 19 ½ in.
Insurance Value: \$10,000.00*

2.
*Olvera Street, 1954
Ralph Hulett
Watercolor
Framed Dimensions: 30 5/8 x 30 7/8 in.
Insurance Value: \$7,500.00*

Framing/Mounting:

The Lender agrees to provide the objects matted and framed for display.

(All objects will be returned unframed unless other arrangements are made in writing.)

Insurance: Value of object(s) (for insurance purposes only): *\$17,500*

Lender to insure: (See Condition #3 on reverse)

LAPL to insure: ☒ X

Shipping Arrangements:

Getty Research Institute (GRI) to pay shipping costs: ☒ X

Lender to pay shipping costs:

Shipping arrangements are to be made in consultation with the GRI Exhibition Coordinator.

Los Angeles Public Library
630 West Fifth St.
Los Angeles, CA 90071

Terms and Conditions: This Loan Agreement shall be governed in all respects by the provisions set forth on the reverse side hereof. I have read the conditions on the reverse and accept them.

Signed _____ Date _____
(Los Angeles Public Library)

Signed _____ Date _____
(Lender or lender's authorized agent)

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1. LAPL will exercise the same degree of care with respect to objects lent to it as it does with respect to its own property of a similar nature.
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The lender may elect in writing to maintain his or her own insurance. LAPL will have no responsibility for any error or deficiency in information furnished to lender's insurer or for lapses in the lender's coverage. In addition, the lender hereby agrees to hold LAPL, its officers, trustees, agents, and employees harmless from, and covenants not to sue for any claims against them for, any liability whatsoever arising out of any loss or damage to any object lent to LAPL while such object is in the custody of LAPL. The lender will forward evidence, satisfactory to LAPL, of his or her insurance coverage to LAPL at least two weeks prior to shipment of the loaned objects to LAPL, and will, at LAPL request, arrange for LAPL to be named as an additional insured and for subrogation to be waived against LAPL under such policies.


3. The lender hereby warrants that he or she or it has full legal title to the objects listed on the face hereof, or is the duly authorized agent of the owner or owners of said objects. The lender hereby agrees to defend, indemnify LAPL, and to hold it harmless from and against, any allegations, causes, claims, liabilities, costs, or fees (including attorneys' fees) arising from or relating to claims by individuals, institutions or others claiming full or partial title to any one or all of said objects.
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5. California law requires that the lender notify LAPL promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift, or otherwise) of property on loan to LAPL. If LAPL is unable to contact the lender regarding the loan, the lender may lose his or her or its rights in the loaned property. See California Civil Code §§1899.4. A new owner may be required to establish the legal right to receive the property on loan by proof satisfactory to LAPL. The Agreement will be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the lender.
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9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and no modification, exception or reservation may be made hereto other than by a written agreement executed by the lender and an authorized official of LAPL. This Agreement will be governed by and will be construed in accordance with the laws of the State of California, and all disputes arising from or relating to this Agreement will be prosecuted in any court of competent jurisdiction in Los Angeles, California. The parties consent to the jurisdiction of such courts over them.

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "D"

April 24, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **RECOMMENDED APPROVAL OF LEASE AGREEMENT WITH THE
LIBRARY FOUNDATION OF LOS ANGELES FOR THE OPERATION
OF THE LIBRARY STORE**

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the "Lease Agreement between the City and the Library Foundation of Los Angeles for Use of Floor Space in the Central Library for the Library Store;" and

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

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

FINDINGS:

1. The Library Store was created in 1987 as part of the Save the Books fundraising campaign. The original inventory was purchased by Atlantic Richfield Corporation (ARCO).
2. In Spring 1993, in anticipation of the Central Library's reopening, the Library requested that the Library Foundation assume the day-to-day operation of the library store. In July 1993, the Library Foundation secured a \$100,000 contribution from ARCO to install tenant improvements for the Library Store space on the ground floor of Central Library and to purchase new inventory for it. The Library Foundation has operated the bookstore successfully since that time.
3. The proposed Lease Agreement provides for the Foundation to continue to lease space at Central Library for the store operation. The Foundation will continue to contribute *five* (5) percent of the gross annual sales to the City. The Library will continue to provide air conditioning, electricity, custodial services and other operating expenses related to the leased space.

4. The Foundation will continue to sell products in the store, which are library-related in their design or use. Product categories currently identified are listed on Exhibit B of the Lease Agreement.
5. At the end of each calendar quarter, the Foundation will provide the Library with a quarterly financial report on the Library Store.
6. This Agreement has been reviewed by the Deputy City Attorney as to form and legality

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kyle Millager, Business Manager
Kris Morita, Assistant General Manager

**LEASE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
LIBRARY FOUNDATION OF LOS ANGELES
FOR USE OF FLOOR SPACE IN THE LOS ANGELES
PUBLIC LIBRARY'S CENTRAL LIBRARY FOR THE LIBRARY STORE**

THIS AGREEMENT is made and entered into as of July 1, 2014, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as "**Library**" or "**Lessor**") and the Library Foundation of Los Angeles, a California nonprofit public benefit corporation (hereinafter referred to as "**Foundation**" or "**Lessee**").

WITNESSETH:

That, for and in consideration of the payment of contributions, as further specified herein, and the performance of the covenants and conditions herein contained, said Lessor does hereby lease unto said Lessee spaces G152, G153, G153a, and G153c, all as shown on the diagram attached hereto as **Exhibit "A"** (the "**Premises**") for operation of the Library Store.

It is understood and agreed by and between the Lessor and the Lessee as follows:

1. Lessee shall use the Premises and common areas solely for the purposes and under the name Library Store as specified herein. Lessee shall devote the entire Premises to such purposes. Lessee shall not use or permit the Premises to be used for any other purpose or purposes or under any trade name whatsoever without the written consent of Lessor. Lessor's consent to a change in the initial trade name shall not be unreasonably withheld.
2. Within 10 business days after the earlier to occur of (a) the date of approval, by Lessee's Board of Directors, of its audited financial statements for each of its fiscal years that includes any part of the term of this Lease or (b) the date that is 120 days after the close of each such fiscal year, Lessee shall contribute to the Lessor an amount equal to five percent (5%) of the gross sales of the Library Store realized during that portion of the term of the Lease falling within such fiscal year, such contribution to be used by the Lessor for public Library purposes. For the purpose of determining this contribution, gross sales shall include all product sales by the Lessee, including onsite, offsite, catalog, internet and wholesale sales.
3. Lessee shall provide to the Los Angeles City Librarian a quarterly financial report on the Library Store within thirty (30) days following the close of each calendar quarter. Lessee's books, ledgers, journals, accounts and records, including any sales tax reports and income tax returns kept on the Premises, shall be available for audit inspection and examination by Lessor and its agents upon ten business days written notice for the purpose of investigating and verifying the accuracy of any statement of gross sales.
4. Lessee shall be responsible for payment of any costs that Lessor may incur as a result of Lessee's misuse of or damage to the Premises.

5. Lessee shall, after first obtaining the consent of the Lessor, have the right to install or place equipment, fixtures and other personal property (hereinafter, all called "**equipment**") on the Premises. In the event such equipment is installed or placed on the Premises, Lessee may remove the same within sixty (60) days after the termination of this Agreement at Lessee's sole cost and expense. It is understood and agreed that in the event any equipment is not so removed, the value thereof shall be considered as additional rent due and owing to the Lessor and full right and title thereto shall pass to the Lessor.

6. Lessee shall enforce no smoking within the Premises.

7. Lessee shall comply at all times during its use and occupancy of the Premises with all ordinances, laws, and regulations affecting the use and occupancy thereof, including any maximum occupancy ordinance.

8. Lessor shall not lease any portion of the Central Library or its surrounding grounds including the Maguire Gardens (the "**Site**") to any other lessee whose use is to be for the principal purpose of the operation of a book, stationery, card and/or gift shop. For the purposes of this Lease, this restriction shall be deemed violated if the annual cumulative sales of books, stationery, cards and/or gift shop items by any other lessees or occupants within the Site shall exceed five percent (5%) of any of such lessees' or occupants' total annual sales. The Lessor shall not, during the term of this lease, or any extension thereof, directly or indirectly engage in or compete with Lessee's trade or business. However, this does not prohibit Lessor from selling office supplies at the branch libraries.

If there is a breach of any provision of this paragraph 8, the Lessee shall have the right to institute proceedings to enjoin the violation, either in its name or that of the Lessor. The foregoing rights and remedies shall be exclusive of any other right or remedy otherwise available to Lessee. The Lessor shall indemnify and hold Lessee harmless from and against all liability, claims, actions, costs and expenses, including counsel fees, costs and expenses, sustained or incurred by the Lessee and arising out of the terms and provisions of this paragraph 8, including without limitation documented costs, expenses and damages incurred by Lessee in the event Lessor does not institute and proceed diligently with a suit to enjoin any conflicting use prohibited under the terms of this paragraph 8.

9. Lessor shall not be required to make any alterations, additions, or improvements in and upon the Premises during the term of this Lease. Lessee shall not make any alterations, additions, or improvements to the leased Premises without the written consent of the Lessor. In the event Lessee makes any alterations, additions, or improvements to the leased Premises without the written consent of Lessor, Lessor shall have the right to restore the leased Premises to the condition the leased Premises were in immediately prior to Lessee's occupancy, and Lessee agrees to reimburse Lessor for its costs incurred thereby within thirty (30) days of presentation of demand by Lessor. The exercise of Lessor's right to restore the leased Premises shall not operate to excuse Lessee's violation of this paragraph nor shall said exercise of right waive any other remedy available to Lessor.

10. Lessee shall be responsible for and pay for any repairs or replacements of any character whatsoever that are occasioned or made necessary by reason of the negligence or misuse of said Premises by the Lessee.

11. Lessee shall not place any signage, advertising or display on the inside or outside of the Premises without the prior written approval of the Lessor.

12. Lessee may sell on the Premises any items that are library related in their design or use of the types listed in the attached **Exhibit "B"**. In the event that Lessee shall desire to sell any item of a type other than those listed in **Exhibit "B"**, the Lessee shall first obtain the written consent of the Los Angeles City Librarian or of such other person previously designated by the Los Angeles City Librarian in a written notice to the Lessee.

13. The Lessee shall remove from the Premises any item of merchandise, signage, advertising or display designated by the Lessor in a written notice given to the Lessee in accordance with the terms of this Agreement, provided that the Lessor, within ten (10) days of written notice to the Lessor of the Lessee's cost of such item, shall pay to Lessee an amount equal to such cost if such item was previously authorized as set forth in paragraph 12 of this Agreement. Any item so removed shall be transferred to the Lessor or retained by the Lessee as designated in the written notice from the Lessor.

14. Provided Lessee exercises an ordinary standard of care in the performance of Lessee's duties, and except for the malfeasance, gross negligence or willful misconduct of Lessee, Lessor agrees to indemnify and hold harmless Lessee from loss or liability which may arise in connection with Lessee's activities performed on behalf of Lessor under this Lease Agreement. Lessor also agrees to indemnify and hold harmless Lessee from loss or liability arising from the acts or omissions of Lessor, its officers, employees or agents; Lessor shall bear no responsibility for loss or liability, actual or alleged, that arises from the acts or omissions of Lessee's agents. Lessor agrees to indemnify and hold harmless Lessee pursuant to, and agrees that the activities performed by Lessee as Lessee under this Agreement are performed on behalf of the Lessor for purposes of, (a) that action by the City Council of Los Angeles (CF 92-1888) which authorizes the City Risk Manager to issue letters of indemnification on a continuing basis to the Library Foundation of Los Angeles against liability claims arising from the Foundation's activities on behalf of the Los Angeles Public Library, and (b) that Letter of Indemnification issued by the Office of the City of Los Angeles Administrative Officer on January 8, 1993.

15. Lessee shall, upon the expiration of the term of this Agreement or upon the sooner termination thereof, then and there immediately, peaceably and quietly surrender and yield up to the Lessor possession of the Premises, and when surrendered, the Lessee shall leave the Premises in as good order and condition as said Premises were at the beginning of the term of this Lease, ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, act of God, or public calamity excepted. In the event Lessee holds over after the expiration of the term (with or without the express or implied consent of Lessor), such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and such month-to-month tenancy shall be subject to the same terms and conditions contained in this Agreement.

16. Lessee shall provide evidence of insurance for comprehensive liability. Lessee acknowledges that adequate insurance is maintained to cover all incidents for which Lessee may be held liable or for which Lessee has assumed liability under this Lease.

17. Lessor may, at its option, either self-insure or purchase commercial insurance for comprehensive liability and casualty.

18. Lessor shall furnish, at Lessor's sole cost and expense, the necessary heat, air conditioning, ventilation, light, electricity and water to be used and consumed by the Lessee within the Premises. Lessor shall provide, at Lessor's sole cost and expense, nightly janitorial services including vacuuming, dusting, refuse removal and periodic cleaning of floors, windows and displays as necessary.

19. Lessor shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been or is done, to protect any and all rights of Lessor and to post such reasonable notices as Lessor may desire to protect the rights of the Lessor, to supply any services to be provided by Lessor hereunder and to perform all required work therein, for the purposes of making alterations, repairs or additions to the Premises or any portion of the Premises as required by law.

20. The Premises may be open for business during such hours as the Lessee may elect from time to time, during the hours the Los Angeles Public Library is open to the public or at such other times approved by the City Librarian or designee; and in all events, the Lessee's employees and agents (and such other persons designated by Lessee in writing from time to time) shall have twenty-four hours access to the Premises.

21. The rental fee paid by the Lessee covers the use of space only; it does not guarantee the adequacy or the condition of any equipment which may be used.

22. The covenants and conditions contained in this Lease shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Lessee shall not assign, let or sublet the whole or any part of said Premises without the written consent of said Lessor.

23. Any notice required to be served hereunder shall be in writing; any notice by the Lessee to the Lessor may be given by depositing in the United States mail, postage prepaid, addressed to City Librarian, 630 West 5th Street., Los Angeles, CA 90071; and any written notice by the Lessor to the Lessee may be given by depositing in the United States, mail, postage prepaid addressed to the Lessee at:

Library Foundation of Los Angeles
630 W. 5th Street
Los Angeles, CA 90071

24. If default shall be made in any of the covenants herein provided, Lessor shall provide written notice thereof, specifying the particulars of the default, to Lessee in the manner provided for in the preceding paragraph. Upon receipt of the notice, Lessee shall immediately commence to remedy the default. Lessee shall remedy the default within ten

(10) calendar days of receipt of notice; provided; however, that where Lessee is diligently attempting to cure the default and more than 10 days is required therefor, Lessee may retain possession of the Premises and shall not be evicted therefrom. If Lessee fails to cure the default within ten (10) calendar days after receiving such notice or fails to diligently attempt to cure the default in the most expeditious manner practicable, Lessor may reenter said Premises, take possession thereof, and remove all persons and property therefrom. The aforesaid remedies shall not be deemed exclusive and Lessor may avail itself of any and all additional remedies available at law or in equity.

25. This Agreement shall be executed in four (4) identical quadruplicate copies each of which shall be an original. All captions and headings are inserted for the convenience of the parties, and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. In case one or more of the provisions contained in this Agreement (or any portion of such provision) shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision), and this Agreement shall be construed as if such unenforceable provision (or portion thereof) had never been contained herein.

This Agreement shall be governed by and construed and enforced in accordance with the laws, regulations and ordinances of the State of California and the City and County of Los Angeles. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. All representations and warranties shall survive the termination of this Agreement. In any action between any of the parties herein relating to any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded its reasonable costs and expenses and reasonable attorney's fees. This Agreement may be amended, modified, superseded or cancelled only by a written instrument executed by the parties hereto.

26. The attached Standard Provisions for City Personal Service Contracts (Rev. 3/09) hereto as **Exhibit "C"** are hereby incorporated by reference into this Agreement, provided, however, that: PSC-20 (Indemnification) and PSC-24 (Insurance) are not applicable to, or incorporated by reference into, this Agreement by reason of the indemnity provided to the Foundation by the City of Los Angeles in accordance with the provisions of that certain letter to the Foundation from Keith Comrie, City Administrative Officer, as executed by Richard J. Welch, ARM, City Risk Manager, dated January 8, 1993, and action of the City Council (C.F. 92-1888) on October 2, 1992; and a portion of PSC-31 (Service Contractor Worker Retention Ordinance ("**SCWRO**")) is not applicable to, or incorporated by reference into, this Agreement since this Agreement is not a "contract"...for the furnishing of services to or for the City or financial assistance recipient" within the meaning of Section 10.36.1(g) of the Los Angeles Administrative Code but is a lease of real property by the City to the Foundation.

27. The term of this Agreement shall be for three years. The term shall begin July 1, 2014. Either the Lessee or the Lessor may terminate this Agreement at any time during its term by giving one year written notice to the other party to this Agreement.

Should a valid MOU not be executed by both parties to this contract, a written notice of 30 days shall be sufficient to terminate the lease and surrender the premises to the Library.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

BOARD OF LIBRARY COMMISSIONERS

**LIBRARY FOUNDATION OF
LOS ANGELES**

By _____
JOSEFA SALINAS
President

By: _____
KENNETH S. BRECHER
President

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____


Date _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "E"

April 24, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

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

RECOMMENDATION:

THAT the Board of Library Commissioners adopt the following resolutions:

RESOLVED, that the Board of Library Commissioners approve the "License Agreement between the City and the Foundation for the Use of Works of Art and Trade Names Associated with the Los Angeles Public Library;" and

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

FURTHER RESOLVED, That the Board President is authorized to execute both of these agreements, subject to the receipt of required approvals.

FINDINGS:

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

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kyle Millager, Business Manager
Kris Morita, Assistant Business Manager

**LICENSE AGREEMENT FOR USE OF WORKS OF ART
ASSOCIATED WITH
THE LOS ANGELES PUBLIC LIBRARY'S CENTRAL LIBRARY
AND TRADE NAMES OF THE CITY OF LOS ANGELES FOR
THE LIBRARY STORE**

THIS LICENSE AGREEMENT is made and entered into as of July 1, 2014, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners ("**Licensors**"), and the Library Foundation of Los Angeles, a California non-profit benefit corporation ("**Licensee**").

WHEREAS, Licensors possess certain intellectual property rights in its name and insignias as well as certain Works (as hereinafter defined) that are associated with the Los Angeles Public Library (the "**Library**");

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

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

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

I. **DEFINITIONS.** As used herein, the following terms shall have the following definitions.

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

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

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

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

1.5 **Approved Works.** "Approved Works" shall mean those Works Licensee has requested the right to use pursuant to the provisions of this Agreement and Licensors,

acting through the City Librarian, has approved such use through a grant of copyright license, addendum to this Agreement or right of physical access to the Work.

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

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

1.8 Effective Date. "Effective Date" shall mean July 1, 2014.

1.9 Fundraising. "Fundraising" shall mean any act or activities that would lead to Donations benefitting the Library or Licensee exclusively.

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

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

II. GRANT OF RIGHTS AND LICENSES

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

A. Rights and Obligations related to Licensed Products:

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

2.2 Manufacturing and Other Rights. Licensors hereby grants to Licensee a nonexclusive, non-transferable, royalty-free right and license during the term of this Agreement to, directly or indirectly, manufacture, assemble, copy, modify, create derivative works of, publicly perform and otherwise use the Licensed Works and all derivative works thereof for the purposes of assembling, manufacturing, creating and distributing Licensed Products pursuant to Section 2.1 herein. Without limiting the generality of the foregoing, the rights granted herein shall include (a) the right to photograph, record, re-record, duplicate, release and exhibit Licensed Products as part of a production in any medium now existing or hereafter developed (e.g., still photography, video tape, film, CD-ROM, DVD, internet

downloads); (b) the right to use any musical Licensed Product as a soundtrack "sync'd" with visual images as part of a production; and (c) the right to use musical Licensed Products as part of the public exhibition, viewing or broadcast of a production (including but not limited to television shows, videos, DVDs, websites, podcasts, multimedia presentations and films). Licensee may negotiate and contract with any and all persons or entities involved in the manufacturing and distribution process, including, but not limited to, suppliers and current and prospective manufacturers, distributors and other resellers.

2.3 Trade Name Rights.

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

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

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

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

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

2.7 Removal of Trade Name; Reimbursement of Licensee. Licensor may, upon thirty (30) days' prior written notice to Licensee, unilaterally remove a Trade Name from **Exhibit A**. In the event that Licensor unilaterally removes a Trade Name from **Exhibit**

A, pursuant to this Section 2.7, after approval of a pre-production sample of the Licensed Product(s) based on or on which such Trade Name is used, Licensors shall promptly reimburse Licensee for any costs incurred, whether directly or indirectly, in respect of manufacture, assembly, development, sale or distribution of such Licensed Product(s).

B. Rights and Obligations related to Fundraising and Donations

2.8 Licensors hereby grants to Licensee a non-exclusive, non-transferrable royalty-free right and Licensee agrees to use the Trade Names for and related to Fundraising as defined in Section 1.9.

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

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

III. INTELLECTUAL PROPERTY NOTICES

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

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

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

IV. REPRESENTATIONS AND WARRANTIES

4.1 Rights in Licensed Works. Licensors represents and warrants that it has, to the best of its knowledge, the rights to grant the licensing rights to Licensee hereunder with respect to the Licensed Works. Licensee shall obtain, as necessary, with respect to each Work, an assignment, license and/or any other form or waiver or agreement that may be required consistent with the first sentence of this Section 4.1 from any person or entity

the Licensor reasonably believes may have a bona fide copyright claim or other intellectual property claim in any work.

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

V. PROTECTION OF LICENSED WORKS

5.1 Infringements.

(A) Licensee may, but is not required to, take any and all actions, legal or otherwise, which are necessary to: (i) terminate infringements of any part of the Licensed Products; or (ii) terminate any attempted passing-off by imitation of any Licensed Product. Licensor shall have the right to be kept informed of the status and progress of all actions instituted by Licensee pursuant to Section 5.1 (A) hereof. Licensee shall bear all the expenses of all actions which it initiates pursuant to Section 5.1 (A) hereof (including without limitation attorneys' fees). Licensee shall notify Licensor promptly of any infringement or passing-off of the Licensed Products of which Licensee becomes aware.

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

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

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

VI. DEFENSIVE LITIGATION

6.1 Indemnity by Licensor.

(A) The activities performed by Licensee under this Agreement are deemed to constitute activities performed on behalf of Licensor for purposes of that action of the City Council of Los Angeles (C.F. 92-1888) and that Letter of Indemnification issued by the Office of the City of Los Angeles Administrative Officer on January 8, 1993 and the losses and liabilities described thereunder including any losses and liabilities arising out of any claim that the Licensed Works infringe an intellectual property right of a third party, including, but not limited to, any copyright or trademark right, or any right of privacy or

publicity, provided that Licensee exercises an ordinary standard of care in the performance of its duties. Loss or liabilities arising from malfeasance, gross negligence or willful misconduct by Licensee are not covered.

(B) Should any Licensed Works become or, in Licensors opinion, be likely to become the subject of a claim of infringement of an intellectual property right of a third party, Licensor may, at its option, either (1) procure for Licensee the right to continue using such Licensed Works, or (2) unilaterally rescind Licensee's rights granted pursuant to this Agreement in connection with such Licensed Works. If Licensor chooses Option 2, Licensor shall promptly reimburse Licensee for any costs incurred, whether directly or indirectly, in respect of the manufacture, assembly, development, sale or distribution of Licensed Products relating to such Licensed Work, a pre-production sample of which has been approved.

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

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

VII. TERM AND TERMINATION

7.1 Term of Agreement. The term of this Agreement shall be for three years. The term shall begin July 1, 2014. Should a valid MOU not be executed by both parties to this Agreement upon expiration of the presently effective MOU, a written notice of 30 days shall be sufficient to terminate this agreement.

7.2 Early Termination.

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

- (i) Licensee defaults in the performance of its obligations provided for in this Agreement or
- (ii) Licensee manufactures, procures, sells or distributes, whichever first occurs, any of the Licensed Products without the prior approval of Licensor as provided in Section X hereof.

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

- (i) Licensor defaults in the performance of its obligations provided for in this Agreement; or
- (ii) Licensor uses Licensee's trade name without the prior approval of Licensee as provided in Section 2.5 hereof.

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

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

VIII. SALES OF LICENSED PRODUCTS

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

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

IX. APPROVALS AND QUALITY CONTROL

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

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

manufacture and/or sell the particular Licensed Products in question, unless it shall have obtained such consent through other means.

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

9.4 The attached Standard Provisions for City Personal Service Contracts (Rev. 3/09) (**Exhibit B**) are hereby incorporated by reference into this Agreement, provided, however, that: PSC-20 (Indemnification) and PSC-24 (Insurance) are not applicable to, or incorporated by reference into, this Agreement by reason of the indemnity provided to the Foundation by the City of Los Angeles in accordance with the provisions of that certain letter to the Foundation from Keith Comrie, City Administrative Officer, as executed by Richard J. Welch, ARM, City Risk Manager, dated January 8, 1993, and action of the City Council (C.F. 92-1888) on October 2, 1992; and a portion of PSC-31 (Service Contractor Worker Retention Ordinance ("**SCWRO**")) is not applicable to, or incorporated by reference into, this Agreement since this Agreement is not a "contract"...for the furnishing of services to or for the City or financial assistance recipient" within the meaning of Section 10.36.1(g) of the Los Angeles Administrative Code but is a license of intellectual property by the City to the Foundation.

X. MISCELLANEOUS

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

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

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

10.4 No Other Relationship. Nothing herein contained shall be deemed to create a joint venture, agency or partnership relationship between the parties hereto. Neither party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

10.5 Notices. Each notice required or permitted to be sent under this Agreement shall be given by telecopy transmission or by registered or recorded delivery letter to Licensor at:

City Librarian
Los Angeles Public Library
630 West Fifth Street

Los Angeles, CA 90071

Telephone: (213) 228-7515

Facsimile: (213) 228-7519

And to Licensee at:

Library Foundation of Los Angeles

630 West Fifth Street

Los Angeles, CA 90071

Attn: President

Telephone: (213) 228-7500

Facsimile: (213) 228-7509

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

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

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

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

10.9 Survival of Contents. Notwithstanding anything else in this Agreement to the contrary, the parties agree that Articles I, IV, and V and Sections 6.1 (A), 7.2 (D), 10.1, 10.2, 10.5, 10.6, 10.9, 10.11, and 10.12 shall survive the expiration of this Agreement to the extent required thereby for the full observation and performance by any or all of the parties hereto.

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement,

BOARD OF LIBRARY COMMISSIONERS

**LIBRARY FOUNDATION OF
LOS ANGELES**

By _____
JOSEFA SALINAS
President

By: _____
KENNETH S. BRECHER
President

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

EXHIBIT A

TRADE NAMES

"Los Angeles Public Library"

"LAPL"

"Central Library"

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

"All rooms officially designated" in the Los Angeles Public Library

**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
APRIL 24, 2014**

<u>SUBJECT</u>	<u>SCHEDULED FOR BOARD MEETING</u>
1. STRATEGIC PLAN PRESENTATION	Pending
2. MARKETING PLAN DISCUSSION	Pending

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles

- Gregory Bettinelli
- Mai Lassiter

Board Policies

- VACANT
- VACANT