

A G E N D A

Board of Library Commissioners City of Los Angeles

Thursday, September 12, 2019

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

TIME: 11:00 A.M.

Agenda: In compliance with Government Code Section 54957.5, you may view the agenda its attachments at the Information Desk of the Central Library and online at www.lapl.org/about-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

- 1. Roll Call**
- 2. Opening Remarks: Literary Appreciation**
- 3. Approval of the Minutes:**
 - a) Regular Meeting – July 11, 2019**
 - b) Regular Meeting – July 25, 2019**
- 4. Public Comments (Matters within the Board's Jurisdiction)**

(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)
- 5. City Librarian's Comments and Announcements**
- 6. City Librarian's Reports**

Consent Items

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

- a. Recommendation to approve appropriation of \$3,000,000 from (EXHIBIT "A")
the Library's Unreserved and Undesignated Fund Balance (UUFB),
Account 2539, Fund 300, Department 44, to various accounts in
Fund 300, Department 44**

Discussion Item(s)

- b. Recommendation to approve a Memorandum of Understanding (EXHIBIT "B") (MOU) with Two-Bit Circus Foundation for the improvement to and use of facilities in the Pio Pico-Koreatown Branch Library to operate a public makerspace

7. Presentation: International Languages Department

8. Various Communications:

Receive and File letter dated August 12, 2019 from Mayor Garcetti to City Council re: the reappointment of Josefa Salinas to the Board of Library Commissioners for the term ending June 30, 2024.

9. Commissioners' Comments, Announcements and Review of Matters Pending

10. Adjournment

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

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Sign language interpreters, communication access real-time transcription (CART), assistive listening devices or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For Sign Language Interpreters is strongly recommended to make the request five (5) or more business days prior to the meeting. For additional information, please contact the Board Office at (213) 228-7530.

Rules of Decorum: Persons addressing the Commission shall not utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. The Presiding Officer has the authority to issue a warning to a person violating the Rules. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person failing to leave after being ordered to do so by the Presiding Officer and who willfully resists, delays or obstructs removal by the Sergeant-at-Arms, may be subject to arrest for violation of the Penal Code or Los Angeles Municipal Code. (Rev.11/2018)

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

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT A

September 12, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL TO APPROPRIATE \$3,000,000 FROM THE UNRESERVED AND UNDESIGNATED FUND BALANCE (UUFB) FOR THE FISCAL YEAR 2019-20 BUDGET**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Approve the appropriation of \$3,000,000 from the Library's Unreserved and Undesignated Fund Balance (UUFB), Fund 300, Department 44, Account 2539, to the accounts listed below in Fund 300, Department 44:

<u>Account</u>	<u>Amount</u>
From: Fund 300; UUFB, Account 2539	\$ 3,000,000
To: 1070 – Salaries As-Needed	\$ 400,000
1090 – Salaries Overtime	50,000
3040 – Contractual Services	1,560,200
6010 – Office and Administrative	214,800
7300 – Furniture, Office and Technical Equipment	150,000
9510 – Various Special (Related Costs)	<u>625,000</u>
TOTAL:	<u>\$ 3,000,000</u>

2. Adopt the attached Resolution regarding the appropriation in the amount of \$3,000,000 from the UUFB.

B. SUMMARY:

1. The Unreserved and Undesignated Fund Balance (UUFB) at the end of Fiscal Year (FY) 2018-19 is approximately \$5.0 million. The UUFB consists of prior year unappropriated and disencumbered funds. Funds in the amount of \$2,000,000 were approved as part of the FY 2019-20 budget appropriation. Additional funds in the amount of \$3,000,000 are now requested for projects previously funded which could not be completed in the previous fiscal year,

and for increased costs associated with security and Los Angeles Police Department overtime patrol.

2. Funds in the amount of \$400,000 are requested in Salaries As-Needed Account 1070, and funds in the amount of \$50,000 are requested in Salaries Overtime Account 1090 to compensate for staff shortages due to employee illness, vacation, or jury duty.
3. Funds were appropriated in Contractual Services Account 3040 in FY 2018-19 for projects where funding could not be encumbered by the end of the fiscal year. The contract for the Library Facility Master Plan (\$500,000) is expected to be executed with a vendor selected through a Request for Proposal (RFP) process by the end of December 2019. The Central Library Security Camera (\$426,200) project is expected to begin by the end of the current fiscal year. Additional funds are requested for alterations and improvements at the Central Library (\$304,000) and the Van Nuys Branch Library (\$180,000).
4. Funds in the amount of \$204,800 are requested to support the Library Leadership Project in Contractual Services Account 3040 (\$150,000) and Office and Administrative Account 6010 (\$54,800).
5. Funds in the amount of \$160,000 are requested in Office and Administrative Account 6010 to purchase public printers for Central Library and Branch Libraries.
6. Funds in the amount of \$150,000 are requested in Furniture, Office and Technical Equipment Account 7300 for the Espresso Book Machine procurement agreement which will be finalized by the end of the calendar year and will allow patrons to print, bind and self-publish books and print on demand non-copyright materials.
7. Funds in the amount of \$625,000 are requested for the Los Angeles Police Department to provide sworn officers on overtime morning patrols at the Branch Libraries on an overtime basis.

Prepared by: Madeleine M. Rackley, Business Manager

Reviewed by: Susan Broman, Assistant City Librarian

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JOHN F. SZABO
CITY LIBRARIAN

September 12, 2019

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

WHEREAS, Funds in the amount of \$5,000,000 are available in the Library's Unreserved and Undesignated Fund Balance (UUFB) at the end of Fiscal Year 2018-19. The funds are largely a result of projects that were delayed, services that could not be completed, and salary savings from vacant positions; and

WHEREAS, Funds in the amount of \$2,000,000 were previously approved as part of the FY 2019-20 budget appropriation; and,

WHEREAS, Staff requests the appropriation of \$3,000,000 from the UUFB to various accounts within the Library's Fiscal Year 2019-20 Budget:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approves an appropriation of \$3,000,000 from the Unreserved and Undesignated Fund Balance, Fund 300, Department 44, Account 2539, to the accounts listed below in Fund 300, Department 44:

<u>Account</u>	<u>Amount</u>
From: Fund 300; UUFB, Account 2539	\$ 3,000,000
To: 1070 – Salaries As-Needed	\$ 400,000
1090 – Salaries Overtime	50,000
3040 – Contractual Services	1,560,200
6010 – Office and Administrative	214,800
7300 – Furniture, Office and Technical Equipment	150,000
9510 – Various Special (Related Costs)	<u>625,000</u>
TOTAL:	<u>\$ 3,000,000</u>

This is a true copy:

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

AYES:


NOES:

ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

September 12, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE LIBRARY AND THE TWO BIT CIRCUS FOUNDATION FOR THE IMPROVEMENT TO AND USE OF FACILITIES IN THE PIO PICO-KOREATOWN BRANCH LIBRARY TO OPERATE A PUBLIC MAKERSPACE**

RECOMMENDATIONS

That the Board of Library Commissioners:

1. Authorize the City Librarian, or designee, to enter into the attached Memorandum of Understanding (MOU) between the Library and the Two Bit Circus Foundation (2BCF), acting on behalf of LA Makerspace (LAM), to use facilities in the Pio Pico-Koreatown Branch for the operation of a public Makerspace;
2. Determine that the Memorandum of Understanding provides for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which the Board of Library Commissioners finds that competitive bidding is not practicable or advantageous;
3. Authorize the City Attorney and the City Librarian, or designee, to make technical changes to the MOU; and,
4. Adopt the attached Resolution regarding the MOU.

FINDINGS

1. As part of its Full STEAM (Science, Technology, Engineering, Art and Math) Ahead initiative, which offers creative science workshops for all ages, the Library desires to offer library patrons a public Makerspace, where people can create, explore, and learn about science topics through hands-on projects and workshops.
2. The Pio Pico-Koreatown Branch Library, located at 694 S. Oxford Avenue, Los Angeles, California 90005, is owned and operated by the Los Angeles Public Library.
3. A 3,175-square-foot space designated for a public Makerspace is located on the second floor of the Pio Pico-Koreatown Branch and is currently unused.

4. LA Makerspace (LAM) is a division owned and operated by Two Bit Circus Foundation (2BCF), a California non-profit (501)(c)(3) corporation.
5. LAM's mission is to offer L.A. youth the opportunity to learn STEAM skills using a project-based education style to build confidence as a way to learn challenging concepts and skills that transfer to 21st century jobs by unlocking innovative abilities.
6. The Library is responsible for the construction of the space, including drywall, cement flooring, electrical and USB outlets, and heating/air conditioning as described in the MOU. LAM is responsible for the furnishing, equipment, and supplies necessary for a functioning Makerspace, subject to Library approval.
7. The timeline and plans for the improvement of the space, as well as proof of adequate funding, will be provided by LAM for approval by the Library within sixty (60) days after the signing of the MOU. Within a year of the signing of the MOU, the Makerspace will be fully operational and open to the public.
8. For use of the space, LAM will operate the Makerspace by providing free programs and workshops for the public during all the hours the library is open, as well as training of Library staff. Activities will include digital creation, website and game creation, coding, 3D printing, engineering projects, robotics, wearable technology, and more.
9. Library staff will work closely with LAM Program Director and staff to coordinate these programs, workshops and training. LAM will also be responsible for the maintenance, cleaning and any repairs of the Makerspace facility.
10. The Library will be responsible for the cost of basic maintenance, air conditioning and heating, water and electricity, estimated to be \$72,000 to \$81,000 annually.
11. LAM will retain ownership of all furnishings, equipment, and decorations that it provides to the space. LAM will be liable for any damage by LAM staff or visitors to Library property.
12. The Agreement has been reviewed by the Office of the City Attorney and City Risk Manager.

Prepared by: Eva Mitnick, Director of Engagement and Learning
Reviewed by: Susan Broman, Assistant City Librarian

Attachment A: Memorandum of Understanding
Attachment B: Resolution

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JOHN F. SZABO
CITY LIBRARIAN

September 12, 2019

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

WHEREAS, the Pio Pico-Koreatown Branch Library, located at 694 S. Oxford Avenue, Los Angeles, California 90005, is owned and operated by the Los Angeles Public Library; and

WHEREAS, as part of its Full STEAM (Science, Technology, Engineering, Art and Math) Ahead initiative, which offers creative science workshops for all ages, the Library desires to offer library patrons a public Makerspace, where people can create, explore, and learn about science topics through hands-on projects and workshops; and

WHEREAS, a 3,175-square-foot space designated for a public Makerspace is located on the second floor of the Pio Pico-Koreatown Branch and is currently unused; and

WHEREAS, LA Makerspace (LAM) is a division owned and operated by Two Bit Circus Foundation (2BCF), a California non-profit (501)(c)(3) corporation; and

WHEREAS, LAM's mission is to offer L.A. youth the opportunity to learn STEAM skills using a project-based education style to build confidence as a way to learn challenging concepts and skills that transfer to 21st century jobs by unlocking innovative abilities:

THEREFORE RESOLVED, That the Board of Library Commissioners approves the Memorandum of Understanding between the Library and the Two Bit Circus Foundation, acting on behalf of LA Makerspace, to use facilities in the Pio Pico-Koreatown Branch Library for the operation of a public Makerspace; and

FURTHER RESOLVED, That the Board of Library Commissioners determines that the Memorandum of Understanding provides for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which the Board of Library Commissioners finds that competitive bidding is not practicable or advantageous; and

FURTHER RESOLVED, that the City Attorney and the City Librarian, or designee, are authorized to make technical changes to the MOU.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ANGELES AND
TWO BIT CIRCUS FOUNDATION
FOR THE IMPROVEMENT TO AND USE OF FACILITIES IN THE PIO PICO-
KOREATOWN BRANCH FOR THE OPERATION OF A PUBLIC MAKERSPACE**

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Article 6	MISCELLANEOUS	
	Signature Page	
	Exhibit #1 - List of Equipment and Furnishings	

THIS AGREEMENT (Agreement) is entered into as of ____DATE____ by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Board of Library Commissioners ("Library"), and by Two Bit Circus Foundation, a non-profit 501(c)(3) corporation ("2BCF") located at 12815 South Western Avenue, Gardena, CA 90249, respecting the activities of a division that 2BCF owns and operates called LA Makerspace ("LAM"). Reference to the obligations of either 2BCF or LAM shall mean 2BCF and 2BCF shall be responsible for all obligations of LAM required by this agreement. Library and 2BCF (or its program LAM) may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, LAM's mission is to offer L.A. youth the opportunity to learn STEAM (Science, Technology, Engineering, Art and Math) skills using a project-based education style to build confidence as a way to learn challenging concepts and skills that transfer to 21st century jobs by unlocking innovative abilities (Makerspace); and

WHEREAS, this Agreement will enable LAM, and 2BCF, to operate a public Makerspace on the second floor of the Pio Pico-Koreatown Branch Library that will be available to Library patrons according to the terms of this Agreement; and

WHEREAS, the Library and 2BCF are committing personnel, facility and resources to the Makerspace project; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

Two Bit Circus Foundation:	A California non-profit (501) (c) (3) acting as an umbrella organization on behalf of LA Makerspace.
Los Angeles Public Library (Library):	A City of Los Angeles Department, acting by and through the Board of Library Commissioners.
LA Makerspace (LAM):	A division of 2BCF.
Makerspace:	A public project-based education program.
Parties:	Library on behalf of City and 2BCF on behalf of LAM.
Program(s):	The specific components of a Makerspace.

Hours of Operation:	Makerspace will be open to Library patrons during the Pio Pico-Koreatown Library open hours.
Makerspace Facility:	Located in a portion of the 2 nd Floor of the Pio Pico-Koreatown Branch Library building, comprising approximately 3,175 square feet (see Attachment 1-Location).
Branch Library:	Pio Pico-Koreatown Branch Library 694 S. Oxford Avenue Los Angeles, CA 90005

ARTICLE 2. NOTICES

All notices and demands which may or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States Priority, registered or certified mail, postage prepaid, return receipt or delivery confirmation requested (as applicable), or transmitted by facsimile, followed by hard copy sent by United States regular mail in which case the receiving Party shall immediately confirm receipt of such facsimile notice. All notices are effective upon receipt. For the purpose of such notices, the addresses for the Parties are set forth in Section A below. Either Party may from time to time designate another person or place in a notice.

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective Parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:
 - a. The representative of the Library shall be, unless otherwise stated in the Agreement:
John F. Szabo, City Librarian
630 W. Fifth Street, 4th Floor
Los Angeles, CA 90071
(213) 228-7515
 - b. The representative of 2BCF/ LAM shall be:
Leah Hanes, Executive Director
Two Bit Circus Foundation
12815 S. Western Ave
Gardena, CA 90249

ARTICLE 3. TERMS AND SERVICES TO BE PROVIDED

A. Term of the Agreement

The term of this Agreement shall be for three years from the above-written date once the Agreement is fully executed and shall be subject to the termination provisions herein.

During the term of this Agreement, the Library will update and keep LAM informed on the possible construction of an underground parking garage and a park at the Pio Pico-Koreatown Library and the potential limited use or closure of the Pio Pico-Koreatown Library due to the construction. If the construction commences during the term of this Agreement, LAM and Library can meet to discuss and negotiate in good faith the remaining term of this Agreement.

B. Expiration or Termination

Notwithstanding the above, the Parties may terminate this Agreement for either Party's convenience at any time by giving the non-terminating party one hundred eighty (180) calendar days' written notice thereof. Upon receipt of said notice, the non-terminating Party shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities.

Upon expiration or termination of the Agreement, 2BCF shall insure that LAM shall peaceably surrender the Makerspace Facility and all alterations thereto, broom clean and in good condition, reasonable wear and tear excepted. In addition, LAM shall, without expense to the Library, remove all furniture, equipment, improvements and personal property owned by and installed by LAM at its expense if the Library so desires. All furniture, equipment, improvements and fixtures installed by LAM shall remain the property of LAM unless otherwise agreed by the parties in writing.

C. Purpose of the Agreement and Services to be provided

1. LAM shall: furnish and operate the Makerspace, provide Makerspace access to library patrons free of charge, unless otherwise mutually agreed upon in writing, during library open hours, enhance existing Full STEAM Ahead partner programming with additional resources for librarians, provide workshops to Library patrons free of charge utilizing current Maker technologies and develop and deliver the Program in the Facility. During the term of this Agreement, with written approval of the Library, LAM may also provide access to the Makerspace during non-Library open hours so that LAM can deliver the Program even when the Library is closed. Library

patrons using the Makerspace during Library open hours will not be charged for most services. LAM may also (among other things):

- a. Charge LAM customers for classes, products, and events, as described in Article 4(C)(6) during non-Library open hours;
- b. Make the Makerspace Facility available during non-Library open hours to engage in activities that are typically conducted in a Makerspace; and
- c. Conduct fundraising activities, and host fundraising events in the Makerspace Facility.

2. Scope of Work

- a. LAM shall provide the following:
 - i. LAM will provide Programs in and access to the Makerspace Facility for library patrons, with no charge for most services, on a variety of topics agreed-upon and approved by the Library. LAM shall first obtain Library approval before commencing Programs and shall not provide Programs unless and until Library staff provides LAM with at least two weeks' written notice that the Library has approved the topics and Programs.
 - A. During the time the Makerspace Facility is available to Library patrons during its normal operating hours, LAM may charge Library patrons, if necessary and with prior written approval by the Library, only those fees that are commensurate with fees for cost recovery charged by the Library: for example, fees to cover the cost of materials such as 3D printer filament. LAM will provide the Library with a copy of the fee structure. Upon request, LAM shall make a reasonable showing to the Library that the fees charged meet the requirement detailed in this section.
 - B. The LAM Program Director shall be responsible for coordinating the Programs with the Library staff.
 - C. The Parties shall meet at least quarterly to plan for and provide feedback regarding the Programs and the Makerspace Facility. In addition, unless either party has terminated the Agreement pursuant to Article 3(B)

above, either Party may schedule a meeting for both Parties with at least five business days' notice.

- ii. LAM will provide training in the Makerspace to Library staff, at no charge, on a variety of topics and Programs that specifically relate to the Makerspace and 2BCF's charitable purpose.
 - iii. Absent a force majeure or other factors outside LAM's control, within one year of the signing of this agreement, the Makerspace will be opened to the public during all of Pio Pico-Koreatown Library's open hours.
- b. The Library will make available the following resources to LAM:
- i. Administrative and professional staff to coordinate the Programs with LAM personnel.
 - ii. Marketing support, at the discretion of the Library Public Relations Department.
- c. Both Parties will work together on an ongoing basis to jointly plan and administer the Makerspace. This is defined as quarterly planning and feedback meetings.

ARTICLE 4. GENERAL TERMS AND CONDITIONS OF FACILITY USAGE

A. Build-out of Space

1. Library agrees to provide the following:
 - a. Construction of identified Makerspace Facility space on 2nd floor, which includes finished concrete flooring, installation of drywall to the ceiling and walls, emergency lighting and heat/air conditioning, electrical/USB outlets, plumbing ready.
 - b. The Library will provide and install a secure access system for LAM staff, patrons, and visitors on the side entry of the Pio Pico-Koreatown Branch. An intercom and monitor will be installed on the Makerspace Facility to allow for visitor entry.
 - c. The Library will cooperate with and support LAM in obtaining all required and appropriate approvals, permits, licenses, insurance and data.

2. LAM agrees to provide the following:

- a. Within 60 days after the signing of this agreement, LAM will demonstrate proof of adequate funding to begin LAM's services required by this agreement, including equipment, furnishings and decorations. Updates on the progress of funding may be requested by the Library. Within a year after the signing of the agreement, funding for the final improvement of the space must be reasonably demonstrated and, subject to Article 3(C)(2)(a)(iii), the space shall be fully operational (open all hours that the Library is open to the public, etc). In the event LAM is unable to reasonably demonstrate proof of funding, Library may terminate this Agreement. LAM will not be liable to the Library or any other person or entity for the failure to secure and show proof of funding. LAM shall have the right to terminate this Agreement at any time if such demonstration of funding is made and Library does not deem this requirement satisfied.
- b. The timeline and detailed plans for the improvement and use of the space will be provided by LAM for written approval by the Library within 60 days after the signing of the Agreement. Any construction must be consistent with City construction guidelines for City buildings.
- c. LAM will provide completed design and construction documents by _____ for Library approval, prior to submittal to the Los Angeles Department of Building and Safety.
- d. LAM will provide the decorations, furnishings, and equipment necessary to make the Makerspace Facility a functioning Makerspace.
- e. LAM will be responsible for the cost of any Americans With Disabilities Act upgrades required by the Department of Building and Safety due to any construction of or changes to the Makerspace Facility made by LAM.

3. The Library, 2BCF and LAM agree to the following:

- a. LAM shall retain ownership and title to the furnishings, equipment, and decorations in the Makerspace Facility (the "LAM Property"). If the Agreement is terminated, LAM shall be permitted to remove the LAM Property and the Library agrees that it shall not prevent LAM from removing the LAM Property from the Makerspace Facility.

- b. If LAM removes the LAM Property from the Facility, LAM shall take reasonable steps to prevent any damage to the Makerspace Facility and the Library as a result of such removal. LAM will be liable for any damage to the Makerspace Facility incurred due to the removal of LAM's equipment and property.
- c. If any Library personnel or patron damages the LAM Property, the Library shall be responsible for the reasonable charges to repair the LAM Property. LAM shall use reasonable efforts to reduce the costs to the Library to repair the LAM Property. This subparagraph shall not apply to normal wear and tear of the LAM Property.
- d. If any LAM staff or visitors damage the Library property, including the Makerspace Facility, LAM shall be solely responsible for the cost of the repair. All repairs must be done and completed by Library approved vendors.
- e. The Makerspace Facility will not be allowed to open to the public until the space and its furnishings and equipment have been inspected and approved by the Los Angeles Department of Building and Safety, including the issuance of any required City permits.

B. Responsibility and Obligations of the Library

- 1. The Library shall provide LAM access to the Makerspace Facility on the 2nd floor of Pio Pico-Koreatown Library as described in Article 3(C). The Library shall provide the Facility to LAM according to the terms and conditions contained herein.
- 2. The Library will coordinate quarterly feedback and planning meetings with LAM.
- 3. The Library will pay for utilities used by the Makerspace.
- 4. The Library will review and approve the usage of the adjoining kitchen for approved programs.
- 5. The Library will issue security badges to all LAM personnel who will be working at the Makerspace Facility on a timely basis.
- 6. The Library will give LAM priority access to the Computer Lab and Community Room in the Pio Pico Koreatown Branch Library if not in use by City or Library staff. The Library may assess a fee, per Article 4(C)(6)(viii).

7. The Library will provide a process for approval of partner organizations selected by LAM to provide portions of the free programming for Library patrons set forth in this Agreement.
8. The Library will not provide parking spaces for LAM staff and private guests.
9. Upon request, 2BCF shall provide Library with a list of LAM fees collected, events and funds raised and an accounting of expenses within 15 days of the request.
10. The Library shall not unreasonably interfere with LAM's efforts to perform under this Agreement.

C. Responsibility and Obligations of LAM

1. LAM agrees to provide Makerspace programming to Library patrons at no cost during the hours that the Library is open
2. LAM understands and agrees that it may not make any financial commitment on behalf of the Library, incur any cost or expense on behalf of the Library, or obligate the Library to make payments for any costs or expenses relating to the operation of the Makerspace, unless authorized and approved in writing by the City Librarian.
3. LAM agrees to be responsible for daily cleaning and wear-and-tear repair costs associated with the upkeep of the Makerspace Facility. This obligation does not extend to repairing damages to the LAM Property as described in Article 4(A)(3)(c) above.
4. LAM is not obligated to do anything for the Library or its patrons that is not identified in this Agreement.
5. LAM is not representing the Library and its policies in any way other than what is set forth in this Agreement.
6. LAM is permitted the following revenue-generating activities utilizing the Makerspace Facility upon first obtaining written approval from the Library, which approval is not to be unreasonably withheld:
 - i. Granting sponsors temporary naming rights for equipment and subdivided program areas.
 - ii. Operating the Makerspace Facility on a paid basis during hours it is not open to the public, conditional upon providing licensed Security Services during the hours of operation at the Facility.

- iii. Holding fundraising events at the Makerspace Facility during non-public hours, conditional upon providing licensed Security Services during the hours of operation at the Facility.
 - iv. Holding ticketed public events at the Makerspace Facility during non-public hours, conditional upon providing licensed Security Services during the hours of operation at the Facility.
 - v. Selling products.
 - vi. Holding non-Library paid professional development at the Makerspace Facility during non-public hours, conditional upon providing licensed Security Services during the hours of operation at the Facility.
 - vii. Any other revenue-generating activity not covered above must be approved in writing by the Library.
 - viii. Library may assess a fee for use of any space other than the Makerspace Facility for revenue-generating activities, other than for common areas necessary to access the Makerspace Facility.
- 7. LAM is responsible for procuring parking spaces for their staff and private guests.
 - 8. Upon request, LAM shall furnish the Library copies of their annual financial statements certified by an officer of LAM within 15 days.
 - 9. All LAM personnel shall be fingerprinted and comply with all City rules and regulations regarding personnel with access to City facilities. LAM will provide an updated list of personnel to Library Staff within three working days of any changes, including personnel who were fired or terminated.

ARTICLE 5. BASIC PROVISIONS

A. Compliance with Statutes, Regulations, and City Standard Provisions

Parties, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Parties shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

2BCF and LAM shall also comply with the Standard Provisions for City Contracts (Rev. 10-17)(v.3) attached hereto as Attachment A and incorporated into the Agreement.

ARTICLE 6. MISCELLANEOUS

A. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by the LAM or Library, extension of the term, and any increase or decrease in services provided, shall be incorporated into this Agreement by a written amendment properly executed by both Parties.

B. Ambiguity

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

C. Insurance

LAM shall not commence work under this Agreement until all insurance required has been obtained and approved by the City. LAM, at its own cost and expense, shall procure and maintain the insurance requirement for the term of this Agreement and any additional terms as outlined in the Insurance Requirement (Attachment B); however, LAM may terminate this Agreement at its convenience should the City modify its insurance requirements such that LAM considers further performance will result in economic hardship. LAM shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's internet site, <https://kwikcomply.org>, that uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance in electronic format.

No work may be done pursuant to this Agreement until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

D. Assignment

This Agreement may not be sold, issued, assigned, or otherwise transferred by either the Library or LAM, and any such attempted assignment shall be null and void and of no effect without the advance written consent of the other Party.

E. Force Majeure

Neither party shall be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the other Party prior notice thereof, if such delay or failure is due to civil disturbances, military or national emergencies, natural disasters, acts of God, or other similar causes beyond that Party's reasonable control.

F. Non-Exclusive Agreement

Neither this Agreement nor any of its provisions shall preclude or restrict LAM from providing services of any kind to any other Party during the term of this Agreement. Neither this Agreement nor any of its provisions shall preclude or restrict the Library from using the Makerspace Facility at a time when it would not conflict with LAM's use or providing services of any kind to any other Party during the term of this Agreement, provided however that the Library shall not conduct the Program and shall not enter into any agreement with a third party regarding programs or services that are similar to the Program in the Makerspace Facility without LAM's prior written approval.

G. No Waiver

The Parties both agree that any failure or delay in exercising any right, power, or privilege under this Agreement on the part of either Party shall not operate as a waiver of any right, power, or privilege hereunder. The Parties both agree that any single or partial exercise of any right, power, or privilege hereunder shall not preclude further exercise thereof.

H. Severability

Should any provision or part of a provision of this Agreement be determined to be illegal or invalid, the remaining provisions and parts if it is still reasonable to effectuate their purpose, shall not be affected thereby and shall remain in full force and effect.

I. Americans with Disabilities Act

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Contract Administrator at least five working days prior to the scheduled event.

J. Entire Agreement

1. This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms or conditions of this Agreement.
2. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Rev.10-17)(v.3), Attachment A.
3. Except for obligations relating to programming, 2BCF will fulfill the financial commitments herein on behalf of LAM, if LAM is unable or unwilling to comply.

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

CITY OF LOS ANGELES
LIBRARY DEPARTMENT

TWO BIT CIRCUS FOUNDATION

By: _____
JOHN F. SZABO, City Librarian

By: _____
LEAH HANES, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By: _____
BASIA JANKOWSKI
Deputy City Attorney IV

By: _____
RAQUEL M. BORDEN
Executive Assistant

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Agreement Number: _____



ERIC GARCETTI
MAYOR

August 12, 2019

Honorable Members of the City Council
c/o City Clerk
City Hall, Room 395

Honorable Members:

Subject to your confirmation, I have reappointed Ms. Josefa Salinas to the Board of Library Commissioners for the term ending June 30, 2024. Ms. Salinas's current term expired on June 30, 2019.

I certify that in my opinion Ms. Salinas is qualified for the work that will devolve upon her, and that I make the appointment solely in the interest of the City.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Garcetti", with a horizontal line extending to the right.

ERIC GARCETTI
Mayor

EG:dlg

Attachment

BOARD OF LIBRARY COMMISSIONERS

MATTERS PENDING

SUBJECT

DATE ITEM WILL BE ON THE AGENDA

1. Library Fines and Fees

TBD

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board

Kathryn Eidmann, Vice President

Mai Lassiter, Board Member

Media Marketing Ad Hoc Committee

Bich Ngoc Cao, President

Mai Lassiter, Board Member

Board Policies & Procedures Committee

Dalen Franzen, Board Member

Josefa Salinas, Board Member