

A G E N D A

Board of Library Commissioners City of Los Angeles

Thursday, October 10, 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
- c) Regular Meeting – August 8, 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 accept the following gifts: (EXHIBIT "A")

\$3,000.00 From the Friends of the Chinatown Library to the
Chinatown Branch Library

\$1,900.00 From Cornerstone Research to the Los Angeles Public
Library (Value of book carts)

- b. Recommendation to approve acceptance of \$1,150.00 grant award from the American Library Association – Great Stories Club Series on Truth, Racial Healing & Transformation (TRHT) (EXHIBIT “B”)
- c. Recommendation to approve acceptance of California Library Literacy Services (CLLS) Baseline Grant of \$18,000 and Additional \$70,000 designated for family literacy for the Los Angeles Public Library’s Adult Literacy Services for Fiscal Year 2019/20 (EXHIBIT “C”)

Discussion Item(s)

- d. Recommendation to adopt Revised Fines and Fees Schedule for Photo Collection and other Reproduction Services and New Fee Schedule for the Digital Media Lab (EXHIBIT “D”)
(Hearing publication date: September 27, 2019)
- e. Recommendation to approve agreement between Los Angeles Public Library and Perkins+Will for Consultant Services for Phase I of the Los Angeles Public Library Facilities Master Plan (EXHIBIT “E”)

- 7. **Presentation:** None.
- 8. **Various Communications:** None.
- 9. **Commissioners’ Comments, Announcements and Review of Matters Pending**
- 10. **Adjournment**

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, **October 24, 2019**, at the **CENTRAL LIBRARY**, 630 W. Fifth Street, Los Angeles, CA 90071, convening at **11:00 A.M.**

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

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. 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


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

POSTED: 10/7//19

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE CHINATOWN
BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$3,000 received from The Friends of the Chinatown Branch Library, for benefit of the Chinatown Branch Library be accepted; and deposited in Trust Fund 831, Account 340 and;

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

FINDINGS:

1. This gift of \$3,000 will be used to purchase young adult library materials for the Chinatown Branch Library
2. A letter of thanks should be sent to:

Cindy Fong, President
Friends of the Chinatown Branch Library
639 N. Hill Street
Los Angeles, CA 90012

Prepared by: Kian Diazadeh, Northeast Area Manager

Reviewed by: Chad Helton, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JS*

SUBJECT: **ACCEPTANCE OF A DONATION FROM CORNERSTONE RESEARCH**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That the donation of 19 book carts valued at \$1,900.00 received from Cornerstone Research to the Los Angeles Public Library for use by the Central Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to Cornerstone Research, expressing the grateful appreciation of the Board and staff for the generous donation.

FINDINGS

1. This donation of 19 book carts valued at \$1,900.00, received from Cornerstone Research for Central Library will be used by the subject departments.
2. A letter of thanks should be sent to:

Maria Rivas, Sr. Project Administrator
Cornerstone Research
555 W. Fifth Street, 38th Floor
Los Angeles, CA 90013

Prepared by: Kren Malone, Director of Central Library

Reviewed by: Susan Broman, Assistant City Librarian

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JS*SUBJECT: **ACCEPTANCE OF AMERICAN LIBRARY ASSOCIATION – GREAT
STORIES CLUB SERIES ON TRUTH, RACIAL HEALING &
TRANSFORMATION (TRHT)****RECOMMENDATION:**

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That the Board of Library Commissioners approve acceptance of the American Library Association – 2019 Great Stories Club Grant award of \$1,150.00 for Teen'Scape.

FURTHER RESOLVED, That the funds be deposited in Fund 831, Account 353.

FINDINGS:

1. The Library received notification of the American Library Association's Great Stories Club Grant award of \$1,150.00 for Truth, Racial Healing & Transformation (TRHT) Grant for Teen'Scape.
2. Great Stories Club is a reading and discussion program that gives young adults the opportunity to read, reflect, and share ideas that will help them achieve greater equity and healing, particularly those teens facing personal challenges such as academic probation, poverty and homelessness or housing insecurity. Each month teens will participate in a book club where they will be given a copy of the selected title to read and discuss. Through these programs teens will gain a better understanding of historic and contemporary effects of racism. The project supports LAPL's strategic plan goals of cultivating and inspiring young library users and championing lifelong learning.
3. Funds requested in this grant are for the period from October 2019 through March 2020.

Prepared by: Phoebe Swan Magallanes, Teen'Scape Senior Librarian

Reviewed by: Kren Malone, Director of Central Library

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JOHN F. SZABO
CITY LIBRARIAN

October 10, 2019

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

RESOLVED, That the Board of Library Commissioners approve acceptance of the American Library Association - 2019 Great Stories Club Grant award of \$1,500.00 for Teen'Scape; and

FURTHER RESOLVED, That the funds be deposited in Trust Fund 831, Account No. 353.

This is a true copy:

Raquel M. Borden
Commission Executive Assistant II

Adopted by the following votes:

AYES:
NOES:
ABSENT:

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES (CLLS)
BASELINE GRANT OF \$18,000 AND ADDITIONAL \$70,000 DESIGNATED
SUPPORT FOR FAMILY LITERACY FOR THE LOS ANGELES PUBLIC
LIBRARY'S ADULT LITERACY SERVICES FOR FISCAL YEAR 2019/20**

RECOMMENDATION:

That the Board of Library Commissioners:

1. Accept the California Library Literacy Services (CLLS) baseline grant of \$18,000 and additional \$70,000 designated for family literacy for the Los Angeles Public Library's Adult Literacy Services for Fiscal Year 2019/20;
2. That the funds be deposited in Trust Fund 419, Account 352; and
3. Adopt the attached Resolution regarding acceptance of the CLLS funds for Fiscal Year 2019/20.

FINDINGS:

1. On August 22, 2019, the California State Library announced that the Los Angeles Public Library (LAPL) Adult Literacy Service program grant application was accepted and was eligible for a baseline \$18,000 grant and \$70,000 designated for family literacy. The Los Angeles Public Library and the Library Foundation of Los Angeles provide matching funds to make LAPL eligible for this grant.
2. The remainder of LAPL's 2019/20 CLLS award will be determined by applying a CLLS formula. The formula will include the amount of local dollars expended by the LAPL and the LFLA on Adult Literacy Services in 2018/19 added to a per capita amount based on the adult learners enrolled for tutoring in the Adult Literacy Services program by the Los Angeles Public Library in 2018/19.

It is anticipated that the amount of the remaining award will be revealed over the next two months.

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

Board Report

Acceptance of CLLS Funds for LAPL's Adult Literacy Services for Fiscal Year 2019/20

Page 2 of 2

4. These funds will be used for purchasing adult literacy textbooks, workbooks, fiction and nonfiction reading material (general interest and parenting, education and workforce development titles), and nonfiction audio visual materials.
5. Funding will also support training for the 500-700 volunteer tutors and teachers we anticipate partnering with in 2019/20. Family literacy funding will be used for volunteer training, consumable materials, and staff-led instruction for families with at least one adult who qualifies for adult literacy services and at least one child under the age of 18.

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

Reviewed by: Alicia Moguel, Principal Librarian, Department of Lifelong Learning
Eva Mitnick, Division Librarian, Engagement and Learning

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JOHN F. SZABO
CITY LIBRARIAN

September 26, 2019

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

WHEREAS, On August 22, 2019, the California State Library announced that the Los Angeles Public Library (LAPL) Adult Literacy Service program grant application was accepted and was eligible for a baseline \$18,000 grant and \$70,000 designated for family literacy. The Los Angeles Public Library and the Library Foundation of Los Angeles provide matching funds to make LAPL eligible for this grant; and

WHEREAS, The remainder of LAPL's 2019/20 CLLS award will be determined by applying a CLLS formula. The formula will include the amount of local dollars expended by the LAPL and the LFLA on Adult Literacy Services in 2018/19 added to a per capita amount based on the adult learners enrolled for tutoring in the Adult Literacy Services program by the Los Angeles Public Library in 2018/19; and

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

THEREFORE BE IT RESOLVED, That the Board of Library Commissioners accept the California Library Literacy Services (CLLS) baseline grant of \$18,000 and additional \$70,000 designated for family literacy for the Los Angeles Public Library's Adult Literacy Services for Fiscal Year 2019/20; and

FURTHER RESOLVED, That the funds be deposited in Trust Fund 419, Account 352.

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**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **REQUEST TO ADOPT REVISED FEE SCHEDULE FOR PHOTO
COLLECTION AND OTHER REPRODUCTION SERVICES AND NEW
FEE SCHEDULE FOR THE DIGITAL MEDIA LAB**

A. RECOMMENDATIONS

That the Board of Library Commissioners:

1. Adopt the attached Resolution regarding the revised fee schedule for the Photo Collection and other reproduction services, and the new fee schedule for the Digital Media Lab;
2. Authorize the City Librarian, or designee, to deposit funds received from the fees from the Digital Media Lab into a newly established Trust Fund 831, Account 351, which will be used to pay the ongoing supply needs for the Digital Media Lab; and,
3. Authorize the City Librarian, or designee, to make technical corrections to revised fee schedule as necessary.

B. FINDINGS

1. For more than twenty years, the Los Angeles Public Library (LAPL) has offered reproductions and commercial usage of images in the Photo Collection to the public. The fees for providing some special services have not been updated since their inception. Further, formats that have become prevalent since the last fee increase in 2010, such as online streaming, must now be addressed as part of the LAPL's fee schedule. Categories that were previously more general, such as charging for book reproductions, are now proposed to factor in the number reproduced per run which reflects the standard approach used by large libraries throughout the country.
2. Since the launch of Tessa (tessa.lapl.org), the Digitization & Special Collections Department has received requests for reproductions of items in its collection that fall under public domain or where copyright status is clear.

3. The proposed new fee schedule includes updated fees for the Photo Collection, and includes a new fee schedule for non-Photo Collection and other reproduction services. The new schedule adjusts fees so that they are in line with similar-sized public libraries and adds language, along with a new fee schedule to include items from our Special Collections. Reproduction fees are in line with the degree of resolution of the item scanned, and larger files requiring more staff time capture the higher amount and cost of staff time to perform the reproductions.
4. The newly-opened Digital Media Lab at Central Library is a maker and creative space that offers many free services to patrons. However, services offered include large format prints as well as 3-D printing that require the use of significant amounts of materials and demand substantial staff time. To recoup costs for poster and other large format print jobs, new fees for the Digital Media Lab are proposed; for example, any 3-D print job in excess of three hours incurs a fee. Fees generated for the Digital Media Lab will be deposited into a newly-established Trust Fund 831, Account 351, which will be used to pay for the ongoing supply needs for the Digital Media Lab.
5. The LAPL may set fees to recover the cost of materials, labor and equipment for reproductions, and aside from specialty fees, the fees presented here are calculated to merely compensate for these costs and are not projected to result in additional funds beyond this purpose.
6. The proposed fees are attached to this report. After adoption and publication as required by the Office of the City Clerk, the fees will be made available on the Library's website and in the Digital Media Lab.

Attachment: Proposed Fees for Reproductions and the Digital Media Lab

Prepared by: Ani Boyadjian, Research & Special Collections Manager

Reviewed by: Kren Malone, Central Library Director
Peter Fong, Departmental Chief Accountant
Madeleine Rackley, Business Manager

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JOHN F. SZABO
CITY LIBRARIAN

October 10, 2019

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

WHEREAS, the Los Angeles Public Library (LAPL) may set fees to recover the cost of materials, labor and equipment for services offered by LAPL, including loans, mailing, use of LAPL facilities, reproductions, and media use of collections; and

WHEREAS, the LAPL periodically updates its fines and fees to recover the cost of such services; and

WHEREAS, the Fines and Fees Schedule has not been updated since 2010; and

WHEREAS, LAPL recently opened the Digital Media Lab, which contains various types of new printing and reproduction equipment for public use; and

WHEREAS, LAPL staff recommends updating the Fines and Fees Schedule for the Photo Collection and other reproduction services, and establishing a new fee schedule for the Digital Media Lab to provide LAPL cost recovery:

THEREFORE, RESOLVED, that the Board of Library Commissioners adopt the revised Fines and Fees Schedule that includes updates for the Photo Collection and other reproduction services, and a new fee schedule for the Digital Media Lab; and

FURTHER RESOLVED, that the Board of Library Commissioners authorize the City Librarian, or designee, to deposit funds received from the fees from the Digital Media Lab in a newly established Trust Fund 831, Account 351, which will be used to pay for the ongoing supply needs for the Digital Media Lab; and

FURTHER RESOLVED, that the Board of Library Commissioners authorize the City Librarian, or designee, to make technical corrections to the revised Fines and Fees Schedule as necessary.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

LIBRARY DEPARTMENT

Fines & Fee Schedule

LOAN PERIOD = 3 weeks

RENEWAL PERIOD = 2 times

FINES

ADULT MATERIAL	\$.35¢ a day
CHILDREN'S MATERIAL	\$.20¢ a day
ORCHESTRAL SCORES	\$5.00 a day
VIDEOCASSETTES/DVDs	\$1.00 a day

LOST OR DAMAGED ITEMS

In addition to all payments for lost items, a \$10.00 non-refundable service fee must be paid for each item lost.

<u>Item Lost or Damaged</u>	<u>Fees for Lost Item</u>	<u>Fees for Damaged Item</u>
Audio CD	\$25.00	
Audio Cassette (Music)	\$15.00	
Audio Cassette/CD Case	\$ 5.00	
Book (Hardback)	\$35.00 Adult/YA \$15.00 Juvenile	\$5.00 reback or rebind. If it cannot be rebound, see prices under lost book.
Book (Paperback)	\$10.00	
Book Cover (Plastic)	\$ 4.00	
Audiobook on Tape or CD	\$60.00 for whole set \$25.00 for one missing tape or CD	
CD Jewel Box	\$ 5.00	
CD ROM Disc	\$25.00	
Comic Book	\$ 5.00	
DVD	\$30.00	
DVD Case	\$ 5.00	
Hang-up Plastic Bag	\$ 3.00	
Magazine	\$ 5.00	

<u>Item Lost or Damaged</u>	<u>Fees for Lost Item</u>	<u>Fees for Damaged Item</u>
Magazine, Bound	Replacement cost of all issues plus \$20.00 for binding	
Magazine Cover (Plastic)	\$ 4.00	
Map	\$10.00 per map	
Microfiche/Microcard	\$ 5.00 per fiche or card	
Microfilm, 16mm, 35mm	Replacement Cost	
Orchestral Scores:		
Conductor's Score	\$150.00	
Opera or Operetta	\$50.00/part.	
Oratorios, cantatas, masses and other choral works	\$50.00/part.	
Suites, ballets, symphonies, concertos, and other orchestral works	\$ 30.00/part	
Page	\$.25¢	
Pamphlet	\$ 2.00	
Pamphlet Envelope	\$2.00	
Picture, Unmounted	\$3.00	
Radio Frequency Identification Tag	\$ 2.00	
Slide Set	\$20.00	
Item Software Disc (part of a book)	\$25.00	
Videocassette	\$30.00	
Videocassette/DVD Case	\$ 5.00	
Videocassette from a Set	Replacement cost of entire set or \$50.00 per cassette	

IN ADDITION TO ALL PAYMENTS FOR LOST ITEMS, A \$10.00 NON-REFUNDABLE SERVICE FEE FOR EACH ITEM LOST MUST BE PAID.

FEES

Book Reserves Not Picked Up	\$ 1.00 for each item.
Bad Check Collection	\$30.00 for each such non-negotiable or dishonored check.
Extramural Interlibrary Loan	\$10.00 flat fee plus all applicable charges assessed by the loaning Library.
Non-Resident Library Card	\$50.00/year (Non-residents are residents who live outside Los Angeles, Orange and Ventura Counties)
Lost Library Card	\$ 3.00
Printouts from Library sources	\$.25¢ Black & White \$.50¢ Color
Printouts from Microform Reader/Printer	\$.25¢
Unique Management Collections-Recovery Processing Fee	\$15.00 per borrower account.
Online Payment Processing Fee	\$ 1.50

SERVICES

Computer Floppy Disc	\$ 2.00
Computer Flashdrive – 1 GB	\$12.00
Computer Flashdrive – 2 GB	\$18.00
Computer Head Phone	\$ 5.00
Orchestral Cancellation Charge	\$10.00
Orchestration handling charges	\$20.00 per orchestration (includes conductor's score and performing parts)
Photocopy – color	\$ 1.00 per page 8 ½ x 11" \$ 2.00 per page 11" x 17"

c. Branch Library \$ 1,500.00

d. Central Library Meeting Rooms and Event Locations

(1) Atrium Landings	\$2,500.00
(2) Mark Taper Auditorium	\$2,500.00
(3) Mark Taper Auditorium Lobby	\$ 200.00
(4) Children's Courtyard	\$ 750.00
(5) Flora L. Thornton Courtyard	\$1,000.00
(6) Board Room	\$ 750.00
(7) Meeting Room L420	\$ 200.00
(8) KLOS Story Theater	\$ 300.00
(9) Meeting Room A	\$ 300.00
(10) Meeting Room B	\$ 300.00
(11) Conference Center G320	\$ 400.00
(12) Lodrick M. Cook Rotunda	\$2,500.00
(13) Robert F. Maguire II Gardens	
0 -100 people	\$ 750.00
101-200 people	\$1,000.00
201-300 people	\$2,000.00
301-500 people	\$3,000.00

e. Depending on the scope of the event, a refundable damage deposit of \$5,000.00 to \$100,000.00 may be required for use of any of the venues.

2. Use of library facilities without fee may be provided to individuals, corporations, or organizations who have made donations to the Library Foundation of Los Angeles according to the following schedule:

- a. Platinum Affiliates (\$10,000 and above)
An opportunity to hold one special event per year during the year of the gift in the Central Library.
- b. Guardian (\$25,000 and above)
An opportunity to hold two events during the year of the gift.
- c. Distinguished Guardian (\$50,000 and above)
An opportunity to hold three events during the year of the gift.
- d. Benefactor (\$100,000 and above)
An opportunity to hold four events during the year of the gift.

Note: For Platinum Affiliates and above, facility use fees will be waived. However, reservations are subject to availability and may require a maintenance, staff services, and/or insurance fee.

3. Personnel Rates

Personnel requirements will be determined on application for room use. There is a four hour minimum for all personnel except for Event Attendant Services.

a.	Event Attendant Services	\$ 35.00 per hour
b.	Security Personnel	\$ 54.00 per hour (rate determined by General Services Dept.)
c.	Librarian	\$ 50.00 per hour
d.	Special Events Coordinator	\$ 65.00 per hour
e.	Audio Visual Technical Services	\$ 70.00 per hour
f.	Custodial Services	\$ 35.00 per hour
g.	Building Engineer	\$ 65.00 per hour

4. Equipment Rental Rates

Price list is available with facility rental information packet.

FILMING, TAPING, AND COMMERCIAL PHOTOGRAPHY ON LIBRARY PROPERTY

The Los Angeles Public Library allows its sites to be used for motion picture and television productions as long as the filming or taping does not interfere with the ability of the public to use the library. All use must conform to the other conditions of facility use and the necessary permits from the Los Angeles Film Office must be obtained.

In 2006, the Mayor and City Council approved an ordinance prohibiting the charge of filming fees for motion picture, television and still photography productions. However, fees for the use of library personnel during filming or photography will continue to be charged. Personnel rates are listed on the previous page. Additionally, depending on the scope of the project, a security deposit ranging from \$5,000 to \$100,000 may be charged.

PHOTOGRAPHIC/GRAPHIC REPRODUCTION FEES

~~Unless otherwise specified in this fee schedule, all photographic reproductions provided will be 8" x 10" single weight glossy prints.~~

A. NON-PHOTOGRAPHIC REPRODUCTION FEES

For items in our Special Collections, we allow patrons to take images with their smartphones (without flash) during Rare Books Room appointments.

For those items that require staff handling, we charge a \$25 flat fee for scans up to 10 images/pages of Special Collections bound or unbound volumes at 300dpi, and \$1 per page thereafter.

For flat objects including, but not limited to, maps and menus, the fee is \$25 per scan at 300dpi 8X10 TIFF.

An additional special handling fee of \$25 will be assessed for oversized or fragile items at the discretion of staff.

In all cases, determination and approval to scan rests with Digitization & Special Collections Department staff.

B. DELIVERY TIMES

Order turnaround time is one week, or five business days, from receipt of the signed Release Form (issued after the completed order form is submitted) and payment. **For expedited service, with a turnaround time of two business days, there will be an additional surcharge of \$25 per image**, pending the availability of staff to accommodate the request.

A. ~~Personal/Nonprofit Use Fees:~~

~~Individuals using the photographs for research or personal and nonprofit projects need only pay the photographic reproduction fee.~~

C. PHOTOGRAPHIC REPRODUCTION FEES

~~8" x 10" single weight photographic lab print \$45.00~~
~~(may require an additional \$35.00 fee~~
~~if negative is not available)~~

~~11" x 14" single weight photographic lab print \$60.00~~
~~(may require an additional \$35.00 fee~~
~~if negative is not available)~~

8" x 10" In-house digital print (photographic
quality print with 90-year life expectancy) \$30.00

11" x 14" In-house digital print (photographic
quality print with 90-year life expectancy) \$45.00

Oversized (larger than 11" x 14") \$30.00 set up fee plus 10¢ cents per
digital prints of posters, maps, etc. square inch of printing

~~(Larger sized photo lab prints available for Los Angeles area patrons. Please contact~~
~~Photo Department at 213-228-7403 for further information)~~

Digital image (8"x 10", 300 dpi) **TIFF** delivered
~~by email, FTP, or CD-ROM~~ \$25.00 ea.

~~Digital image (larger than 8"x10" or higher resolution~~
~~than 300 dpi), delivered by e-mail, FTP, or CD-ROM \$40.00 ea.~~

Digital image – 600dpi 8x10 TIFF \$35.00 ea.

Digital image – Over 600dpi 8x10 TIFF, up to
1200dpi 8x10 TIFF \$55.00 ea.

Digital image – Over 1200dpi 8x10 TIFF \$80.00 ea.

CD-Rom (each) \$15.00

D. PERSONAL USE FEES

Individuals using the photographs for home decor, research, or other personal uses, need only pay the photographic reproduction fee.

E. NON-PERSONAL ~~Commercial Reproduction~~ Use Fees:

Individuals and businesses using the photographs for **non-personal** ~~commercial~~ purposes, ~~including decoration of business premises~~ must pay the ~~commercial-use~~ fees.

In addition to the cost of reproduction, the Library charges the following fees for each image used in:

Advertising and product design (<i>For up to 3 years</i>)	\$250.00
Books – Interior (one-time/one edition use, interior, single-language, print & electronic editions, includes self-published, text book, and university presses)	
Print run up to 1,000	\$75.00
Print run 1,001 – 5,000	\$125.00
Print run over 5,000	\$150.00
Books – Cover (one-time/one edition use, cover, single-language, print & electronic editions, includes self-published, text book, and university presses)	
Print run up to 1,000	\$150.00
Print run 1,001 – 5,000	\$200.00
Print run over 5,000	\$250.00
Books – (worldwide, all media, all editions, all print runs, all languages, in perpetuity, includes self-published, text book, and university presses. Cover or interior)	
Basic fees for worldwide, all media, in perpetuity	\$300.00
Unpublished dissertations/theses (uploaded to online platform)	\$50.00 flat rate per 15 images, per platform
Commercial Magazines/Journals (includes print and electronic)	\$75.00
Non-profit Journals (includes print & electronic)	\$50.00
Brochures and Flyers, industrial in-house materials	
Non-profit	\$25.00
Commercial	\$50.00
Commercial décor, per image, basic fee for one time use (includes, but not limited to, retail, restaurants, office/condo/apartment/hotel lobbies & leasing offices, hotel rooms, and images ordered by interior decorators and design firms).	\$200.00

Commercial decor usage fee for multiple copies
per image (includes, but not limited to, retail, restaurants,
office/condo/apartment/hotel lobbies & leasing offices,
hotel rooms, and images ordered by interior
decorators and design firms). \$400.00

Commercial Exhibitions (up to one (1) year)
Non-profit \$50 flat rate up to 15 images
Commercial \$100.00 flat rate up to 15
images

~~Commercial media, including images for use in~~
~~CD ROMs, DVDs, television, video, films~~
~~basic fees for one time use, one language, distribution~~
~~rights~~ \$150.00

Documentaries and Television Programs (including set design)
Free Online Streaming \$ 50.00
Film Festival Submission \$ 75.00
Public Television broadcast with all media
excluding theatrical \$ 150.00
Commercial Online Streaming \$ 250.00
Commercial TV broadcast and/or online
streaming with all media excluding
theatrical \$300.00
All media including theatrical \$400.00
Talk Shows and Extended Newscasts with all media \$ 50.00
Feature Films (non-documentary) with all media \$500.00

~~Educational media, educational or industrial~~
~~in-house presentations~~ \$ 50.00

~~Trade publications, including printed and electronic~~
~~magazines, Commercial websites and apps, blogs and~~
~~commercial or self-published books.~~ \$ 75.00

~~Additional electronic rights for use in books including~~
~~e-books.~~ \$ 75.00

F. Mail Delivery Fee

Handling and First Class postage per order \$10.00
for up to 5 photos

MEDIA USE OF COLLECTION

No usage charges for nightly television newscast segments or editorial newspaper use.

CREDITS

~~Credit must be given to the Library whenever photographs are used commercially. The credit statement shall and licensing agreement will be provided with the photograph.~~

Usage Agreements and Credit Statements

For personal and commercial uses of the Library's images, once the completed order form is received, the Library will send to the user a Photographic Stills Release Form which states permissions to images and copyright restrictions. This agreement must be returned to the library before the order will be processed. It will also state proper credit to be used for the product whenever photographs are used in commercial or non-profit situations


EXCEPTIONS

Any exceptions or requests not covered by the above statements on photographic reproduction must be authorized by the **manager, or designee**, of the ~~History Department~~. **Photo Collection.**

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

October 10, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND PERKINS + WILL FOR CONSULTANT SERVICES FOR PHASE I OF THE LOS ANGELES PUBLIC LIBRARY FACILITIES MASTER PLAN**

RECOMMENDATIONS

That the Board of Library Commissioners:

1. Authorize the City Librarian, or designee, to enter into the attached Agreement between the Los Angeles Public Library (LAPL) and Perkins + Will for consulting services for Phase I of the Los Angeles Public Library Facilities Master Plan;
2. Authorize the City Attorney and the City Librarian, or designee, to make technical changes to the Agreement; and,
3. Adopt the attached Resolution regarding the Agreement.

FINDINGS

1. The LAPL owns and operates facilities throughout the City of Los Angeles. The Central Library and the 72 LAPL branches range in age from 10 to 102 years old, with 17 buildings being more than 50 years old. Several of the branches have historic designations.
2. To address issues related to aging buildings and the resulting increases in repairs and maintenance, LAPL facilities need to be assessed to identify and prioritize comprehensive and system-wide improvements and capital investments. The assessments would take into account building history, prior repairs, modernization, sustainability, and/or new construction. However, the LAPL does not have staff with skills and tools to perform such an assessment.
3. On April 13, 2017, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for a Library Facilities Master Plan (Plan). The

intention of the RFP was to seek proposals from qualified firms to lead an extensive, system-wide planning and development process to create the Plan to guide the LAPL for ten (10) to twenty (20) years. The Plan would be designed to ensure optimal performance, utility, adaptability, and comfort of LAPL facilities and resources for Library employees and patrons. In addition, the Plan would anticipate and address the changing role of libraries and emerging trends of future libraries so the LAPL may continue to be an innovative and important leader among large urban and public libraries.

4. The LAPL divided the Plan into two phases and the work performed and the deliverables produced throughout the two phases are called the Project. During Phase I the selected consultant would be expected to prepare a detailed Project plan including, but not limited to, the Project schedule, the list of the deliverables for the Project, key stakeholders and resources needed, tools to manage the Project, and the data to be gathered for each building. During Phase II, the consultant would assess LAPL facilities, collect and analyze the data, and develop the LAPL Facilities Master Plan.
5. The RFP was released on April 28, 2017. Potential consultants were required to attend a pre-proposal conference and walk-throughs of Central and a branch library.
6. LAPL received seven (7) proposals by August 25, 2017, the due date for the RFP. The Library established a panel of reviewers who evaluated the proposals according to the criteria included in the RFP and determined that two of the proposals did not meet the requirements of the RFP. The review panel recommended that the five remaining firms be invited to present their approach to the Facilities Master Plan in person to the review panel which took place in November 2017.
7. Based on an evaluation of the written proposals, the in-person presentations and follow-up written questions and answers that were provided during the first part of 2018, the review panel determined that Perkins + Will best met the criteria identified in the RFP and demonstrated professional and technical expertise developing and implementing facilities master plans.
8. LAPL desires to enter into the attached Agreement with Perkins + Will to develop Phase I of the Plan. As described in the Agreement, Phase I of the Plan will include visioning, outreach and gathering data. In addition, Perkins + Will will provide LAPL with a tool referred to as the "Dashboard" to organize, analyze and report on the data collected in Phase I.
9. The term of the Agreement shall be for one (1) year with the option to add two (2) one-year extensions for a total term of three (3) years.

10. The cost for Phase I of the Plan shall not exceed \$1,215,135. Funding is provided in the LAPL Contractual Services Account 3040.
11. The Agreement has been reviewed by the City Attorney as to form.

Prepared by: Madeleine M. Rackley, Business Manager

Reviewed by: Susan Broman, Assistant General Manager

Attachment 1: Agreement between the Los Angeles Public Library and Perkins + Will for Consultant Services for Phase I of the Los Angeles Public Library Facilities Master Plan

Attachment 2: Board Resolution

**BOARD OF LIBRARY
COMMISSIONERS**

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MAI LASSITER
JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

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

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

JOHN F. SZABO
CITY LIBRARIAN

October 10, 2019

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

WHEREAS, The Los Angeles Public Library (LAPL) owns and operates facilities throughout the City of Los Angeles. The Central Library and the 72 LAPL branches range in age from 10 to 102 years old, with 17 buildings being more than 50 years old; and

WHEREAS, On April 13, 2017, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for a Library Facilities Master Plan (Plan). The intention of the RFP was to seek proposals from qualified firms to lead an extensive, system-wide planning and development process to create the Plan to guide the LAPL for ten (10) to twenty (20) years. The Plan was divided into two phases; and

WHEREAS, The RFP was released on April 28, 2017, and seven (7) proposals were received by August 25, 2017; and

WHEREAS, LAPL established a panel of reviewers who evaluated the proposals according to the criteria included in the RFP; and

WHEREAS, Based on an evaluation of the written proposals, in-person presentations and follow-up written questions and answers, the review panel determined that Perkins + Will best met the criteria identified in the RFP and demonstrated professional and technical expertise developing and implementing facilities master plans:

THEREFORE RESOLVED, That the Board of Library Commissioners approves the Agreement between the Los Angeles Public Library (LAPL) and Perkins + Will for consultant services for Phase I of the Los Angeles Public Library Facilities Master Plan; and

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

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

PROFESSIONAL SERVICES AGREEMENT

between

THE LOS ANGELES PUBLIC LIBRARY

and

PERKINS + WILL

for

CONSULANT SERVICES

for

**PHASE I OF THE LOS ANGELES PUBLIC LIBRARY
FACILITIES MASTER PLAN**

Agreement Number: _____

**PROFESSIONAL SERVICES AGREEMENT
for
CONSULTANT SERVICES**

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ATTACHMENTS

Attachment A – Request for Proposals, Library Facilities Master Plan

Attachment B – Perkins + Will, Response to Request for Proposals

Attachment C – Fee Schedule and Project Schedule

Attachment D – Confidentiality Agreement

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Attachment F – Proof of Insurance

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
PERKINS + WILL
FOR CONSULTANT SERVICES FOR PHASE I OF THE
LOS ANGELES PUBLIC LIBRARY FACILITIES MASTER PLAN**

THIS AGREEMENT ("Agreement"), dated _____, is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through its Board of Library Commissioners (hereinafter "City" or "Library"), and Perkins + Will, a corporation ("Contractor") (collectively, the "Parties," or individually, a "Party").

1. **WHEREAS**, the Library desires to obtain the services of a qualified firm for a Library Master Facilities Plan, and various other office related matters, which are handled by the Library's Facilities Office; and,
2. **WHEREAS**, on April 13, 2017, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for a Library Facilities Master Plan, which is attached hereto as Attachment A and incorporated herein by this reference; and,
3. **WHEREAS**, on April 13, 2017, the Board of Library Commissioners found, in accordance with Los Angeles City Charter Section 1022 that the work can be performed more economically by an independent contractor than by City employees; and,
4. **WHEREAS**, on April 28, 2017, the Library issued a Request for Proposals ("RFP"), seeking qualified businesses to perform the above-referenced services and found Contractor satisfied the required qualifications and experience; and,
5. **WHEREAS**, the Library received seven (7) proposals by August 25, 2017, the due date for the RFP; and,
6. **WHEREAS**, the Library established a panel of reviewers; and,
7. **WHEREAS**, the review panel evaluated the proposals according to the criteria included in the RFP and determined that two of the proposals did not meet the requirements of the RFP; and,
8. **WHEREAS**, the review panel recommended that the five remaining firms be invited to present their approach to the Facilities Master Plan; and,
9. **WHEREAS**, the review panel determined that the Contractor best met the criteria identified in the RFP; and,

10. WHEREAS, the Contractor's response to the RFP is attached hereto as Attachment B and incorporated herein by reference; and,

11. WHEREAS, the Library desires to enter into this Agreement with the Contractor to develop Phase I of the Los Angeles Public Library Facilities Master Plan; and,

12. WHEREAS, the Contractor has demonstrated professional and technical expertise developing and implementing library facilities master plans; and,

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

14. WHEREAS, the Parties wish to enter into an agreement pursuant to which the Contractor agrees, for consideration and upon the terms and conditions provided within this Agreement, to perform the above-referenced services:

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The Los Angeles Public Library, a municipal department, having its principal office at 630 W Fifth Street, Los Angeles, California, 90071.

1.1.2 Contractor, Perkins + Will, a corporation, having its principal address at 410 N Michigan Ave, Suite 1600, Chicago, IL 60611.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The Library's representative is, unless otherwise stated in the Agreement:

Eloisa Sarao, Facilities Manager
630 W Fifth Street
Los Angeles, California 90071
(213) 228-7465

Invoices should be sent to:

Deirdre Gomez
Contract Manager
630 W Fifth Street
Los Angeles, California 90071
(213) 228-7465
dgomez@lapl.org

- 1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Alice Hricak
Managing Principal
Perkins + Will
617 W 7th Street, Suite 1200
Los Angeles, CA 90017
Alice.Hricak@perkinswill.com

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin as of the date first written above upon execution by the Parties hereto, and the term shall be for one year with the option to add two one-year extensions for a total term of three years, unless terminated earlier as provided herein.

2.1. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

Upon award of the contract, the Contractor will be required to provide the following services on an as-needed basis:

Contractor shall be responsible for leading and implementing Phase I of the LAPL Facilities Master Plan. The work will include visioning, outreach and gathering data. Contractor has organized the work into the following eight (8) focus sessions to achieve the goals of Phase I. The proposed Fee Schedule and Project Schedule is included herein by reference hereinafter as Attachment C.

Contractor will provide a tool referred to as the "Dashboard" to organize, analyze and report on the data collected during Phase I and Phase II of the Facilities Master Plan Project. The data will be entered into the Dashboard using "points of measurements" which are specific pieces of information that will be standardized and gathered for this project.

A. Session 1: Startup (1 month)

Contractor will host a kickoff meeting with all relevant players including outreach consultants, LAPL-invited staff (to be determined by LAPL), and pertinent team members. The kickoff meeting team will define and outline the following items:

- Process
- Level of commitment from team members
- Schedule
- Site visit tools and preliminary measurements
- General goals of the process

At the same time, LAPL will gather and provide existing documentation relevant to the process. Contractor will scan/log/enter data into the Dashboard for further reference. There will be an allowance for a follow-up meeting if needed prior to the Research session.

Deliverables for Session 1 will include, but are not limited to, reports from meetings, identification of team members, and agreement from the team members about how the process for the Sessions will proceed.

B. Session 2: Research (2 months)

This session incorporates a period of time to investigate and assemble information related to trends and relevant background material. Contractor will oversee the collection of this information including, but not limited to:

- Contractor's library expertise. Contractor will utilize and engage as

necessary subject matter experts within the firm including, but not limited to technology, resilience and sustainability. In addition, Contractor will utilize a methodology called the Social Equity Tool Kit, which is a process to evaluate and ensure inclusive outreach and engagement.

- Library data and research to date on demographics, library use, goals, etc.
- Meetings to discuss and understand the Library Director's goals and initiatives
- Meetings to understand and incorporate the Mayor's Resilient LA Initiative and Sustainability Plan

Deliverables for Session 2 will include, but are not limited to, reports from meetings, report of research methods used, and documentation of LAPL goals.

C. Session 3: Outreach (2.5 months)

Contractor's sub-consultant(s) will conduct community outreach to local area residents and library users based on direction from LAPL and the regional librarians. The outreach teams will focus on the unique social drivers of each region or facility. Outreach teams will consist of the following representatives:

- Contractors sub-consultants
- Library staff
- Contractor team
- Regional Library directors
- Council District representatives (as needed)
- Mayor's Office representatives (as needed)

Deliverables for Session 3 will include, but are not limited to, reports from meetings and reports from outreach teams including who attended the meetings and the results of the meetings.

D. Session 4: Site Visits (2 months, concurrent with Outreach session)

Contractor will conduct site visits of up to twelve (12) branch libraries that are located in different Council Districts and one Department at Central Library:

- Library will select one (1) to two (2) branches per region at the request/discretion of Branch Library Services and the Regional Librarians, including one with historical context.

- Library will select one Department at Central Library at the request/discretion of Central Library Services and the Principal Librarians.
- Contractor will conduct the site visits at the same time as the Outreach session.
- Contractor will document findings of physical conditions of the branches and Central in a written and graphical report.

Deliverables for Session 4 will include, but are not limited to, reports from meetings and reports regarding site visits including who attended the meetings and the results of the meetings.

E. Session 5: Visioning Workshops (3 months)

Contractor will host a series of six (6) workshops to assemble research findings, site visit observations, outreach results/findings, and general Library goals. These workshops will focus on the physical characteristics as well as social implications and uniqueness of each Branch and Department. Attendees include LAPL, outreach teams, and relevant others. Contractor will lead a “deep dive” to determine answers to these questions:

- What libraries are to be?
- Are they different by community?
- What are the driving challenges?
- What are the aspirational visions for the LAPL?
- What are the common factors?

After the visioning workshops, Contractor and Library will develop the Facilities Master Plan points of measurements for the Dashboard.

Deliverables for Session 5 will include, but are not limited to, reports from meetings, methodology for the visioning workshops, who attended the workshops, the Facilities Master Plan points of measurements, and analysis and recommendations from the visioning workshops.

F. Session 6: Refinement (1 month tentative)

If needed, Contractor will conduct two (2) additional workshops to revise and finalize the vision that was developed in Session 5.

Deliverables for Session 6 will include, but are not limited to, reports from meetings and updates to the documents from Session 5.

G. Session 7: Test Drive (1.5 months)

Contractor will conduct a Test Drive of the Dashboard tool. The Test Drive Session will produce the final points of measurements and data to be evaluated in the Facilities Review during Phase II.

- Library will select two (2) to three (3) libraries, including one with historical context, and one Department at Central Library. These branches and the Department will be selected from the sample libraries identified in Section 4.0 D above.
- Contractor will enter data for the two (2) to three (3) libraries and the Central Department into the Dashboard.
- Contractor will review the points of measurements and data to be evaluated in Phase II of the Facilities Master Plan.

Deliverables for Session 7 will include, but are not limited to, reports from meetings, reports about the collection of data, and reports about the entry of the data into the Dashboard tool.

H. Session 8: Deliverables (5.5 months ongoing)

Contractor will provide the following deliverables for Phase I of the Facilities Master Plan:

- Dashboard tool data points and tutorials for use by Library
- List of metrics to be vetted during the Test Drive Session and included in the Dashboard
- Test Drive report of two (2) to three (3) libraries and one Central Department documented in a booklet form
- Survey/outreach results from Session 3: Outreach documented in booklet form
- Booklet documenting the process decisions in the Session 5 visioning workshops
- Overall approach defined for Phase II

Deliverables for Session 8 will include, but are not limited to, reports of survey results, documentation of workshops and interviews, final reports for this project and recommendations for Phase II.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the Library and that the Library has entered into contracts with other contractors. Attorneys with the Library, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the

Library cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The Library will pay the Contractor for satisfactory services rendered in a total amount not to exceed \$1,215,135 for Phase I of the Library Facilities Master Plan and based on the rates specified in Attachment C - Fee Schedule and Project Schedule, which is attached hereto and made a part hereof.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

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

5.2 Method of Payment

5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the Library in accordance with Attachment C - Fee Schedule and Project Schedule and the other conditions and provisions of this Section within 60 days after receipt and approval of the Contractor's invoices by the Library. The Contractor must include the following information, and any other documentation requested by the Library, on each invoice:

- 5.2.1.1** Date of invoice
- 5.2.1.2** Invoice number

- 5.2.1.3 Agreement number
- 5.1.2.4 Description of services, including, but not limited to:
 - Description of Phase I Session services provided
 - Evidence of services provided or task completed
 - Milestone payment number
 - Period covered
 - Names of personnel working on the services
 - Hours spent on services
 - Rates per hour
- 5.1.2.5 Amount of invoice
- 5.1.2.6 Signature of duly authorized officer

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

5.2.2 Notice of Eighty-Percent Compensation

The Contractor shall notify the Business Office within 10 business days when eighty (80) percent of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Eloisa Sarao
Facilities Manager
630 W Fifth Street
Los Angeles, CA 90071

6.0 INDEPENDENT CONTRACTOR

Contractor's relationship to the Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of the Library. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other Library or City of Los Angeles benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of the Library. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

7.0 RETENTION OF RECORDS

Except as otherwise expressly directed by the Library, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the Library. These records must be retained for a period of no less than forty-eight (48) months following final payment made by the Library hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized Library personnel or by the Library's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by the Library hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the Library regarding performance of the Agreement.

8.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The Library has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

9.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the Library, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, Library's Confidential information shall be considered and kept as the private and privileged records of the Library and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the Library.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the Library prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D. The

Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

10.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to the Library, shall immediately contact the Library to inform the Library of the inquiry, and shall comply with the procedures of Library's Public Relations staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

11.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 9.0 and 10.0 are provided to and apply to all subcontractors of this Agreement.

12.0 CONTINUED REQUIREMENTS

The requirements of this Section 9.0, 10.0, and 11.0 survive termination of the Agreement.

13.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." The Library may terminate this Contract at any time if the Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.

14.0 DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NRA

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.52 *et seq.*, "Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance." The Library may terminate this Agreement at any time if the Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all contracts and sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

15.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/17) [v3], attached to this Agreement as Attachment E and incorporated herein by reference.

16.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by Attachment E – Standard Provisions for City Contracts (Rev. 10/17) [v.3], followed by Attachment C – Fee Schedule and Project Schedule, followed by other attachments or exhibits in descending numerical or letter order.

17.0 OWNERSHIP

All documents and records, herein collectively referred to as “documents” provided by the Library to Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

18.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. All Attachments referenced in this Agreement are on file in the Office of the Board of Library Commissioners.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

[Signature page follows.]

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

THE LOS ANGELES PUBLIC LIBRARY,
a Municipal Department

PERKINS + WILL

By: _____
BICH NGOC CAO
President
Board of Library Commissioners

By: _____
ALICE HRICAK
Managing Principal
Perkins + Will

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By: _____
BASIA JANKOWSKI
Deputy City Attorney

By: _____
RAQUEL M. BORDEN
Executive Assistant

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number _____

BOARD OF LIBRARY COMMISSIONERS

MATTERS PENDING

SUBJECT

DATE ITEM WILL BE ON THE AGENDA

1. None

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

Dale Franzen, Board Member

Josefa Salinas, Board Member