AGENDA
Board of Library Commissioners
City of Los Angeles
Thursday, November 14, 2019

SILVER LAKE BRANCH LIBRARY
2411 Glendale Blvd
Los Angeles, CA 90039
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: None

4. Remarks by the Northeast Area Manager and Silver Lake Branch Senior Librarian

5. 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.)

6. City Librarian’s Comments and Announcements

7. 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”)

      $3,900.00  From the Friends of Little Tokyo Branch Library to the Little Tokyo Branch Library (value of gift)

      $2,350.69  From the Friends of the Mar Vista to the Mar Vista Branch Library (value of gift)

      $2,000.00  From Carolyn Misumi in Memory of her father, Saburo Misumi, to the Benjamin Franklin Branch Library
Discussion Item(s)

b. Recommendation to approve Amendment No. 1 to each of the following four (4) Immigration Assistance and Outreach Services Contracts:

1) Coalition for Humane Immigrant Rights (CHIRLA), Contract 806, City Clerk No. C-132686

2) PARS Equality Center (PEC) Contract 807, City Clerk No. C-132687

3) Centro CHA, Inc., Contract 808, City Clerk No. C-132688

4) Council of Mexican Federations in North America (COFEM), Contract Contract No. 809, City Clerk No. C-132716

c. Recommendation to approve a Supplemental Agreement with Amanda Liv De Hoyos Carlson to extend the term and amount of Contract No. 805 to continue consulting services for the Safety and Security Project

EXHIBIT “B”

EXHIBIT “C”

8. Presentation: “Take the Lead”

9. Various Communications: None.

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

a) January – June 2020 Board Meeting Schedule

11. Adjournment

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, December 12, 2019, at the CENTRAL LIBRARY, 630 W. Fifth Street, Los Angeles, CA 90071, convening at 11:00 A.M.

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

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:** 11/8/19
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 14, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF LITTLE TOYKO BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of the installation of a front entrance garden valued at $3,900 received from the Friends of Little Toyko Branch Library, for the benefit of the Little Tokyo Branch Library be accepted; and

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

FINDINGS:

1. This gift of the installation of a front entrance garden consisting of a Kikugata Mizubachi Basin (traditional Chrysanthemum Style Stone Basin), Misaki Toro (traditional Japanese stone lantern) and other stones and plants valued at $3,900 will beautify the entrance to the Little Toyko Branch Library.

2. A letter of thanks should be sent to:

   Ron Hirano, President
   Friends of Little Tokyo Branch Library
   203 S. Los Angeles
   Los Angeles, CA 90012

Prepared by: Kian Daizadeh, Northeast Area Manager

Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

November 14, 2019

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

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of a MAR-LINE Rotor Square 5 tier Video/Paperback
Display valued at $2,350.69 received from the Friends of the Mar Vista Library, for the
Mar Vista Branch Library be accepted; and

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

FINDINGS:

1. This gift of a MAR-LINE Rotor Square 5 Tier Video/Paperback Display valued at
$2,350.69 will be used in the Children’s area at the Mar Vista Branch Library.

2. A letter of thanks should be sent to:

   Patricia Richmond, President
   Friends of the Mar Vista Library
   12006 Venice Blvd.
   Los Angeles, CA 90066

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

November 14, 2019

TO:        Board of Library Commissioners
FROM:      John F. Szabo, City Librarian
SUBJECT:   ACCEPTANCE OF GIFT FROM CAROLYN MISUMI IN MEMORY OF
HER FATHER, SABURO MISUMI

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of $2,000 received from Carolyn Misumi in memory of
her father, Saburo Misumi, for donation to the Benjamin Franklin Branch Library be
accepted, and deposited in Trust Fund 831, Account 340; and

FURTHER RESOLVED, That a letter of thanks be sent to Carolyn Misumi,
daughter of Saburo Misumi, expressing the grateful appreciation of the Board and staff
for the generous gift.

FINDINGS:

1. This gift of $2,000 will be used to purchase library materials for the Benjamin
   Franklin Branch Library.

2. A letter of thanks should be sent to:
   
   Carolyn Misumi
   (address on file)

Prepared by:    Kian Daizadeh, Northeast Area Manager
Reviewed by:    Chad Helton, Director of Branches
TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO CONTRACT NUMBERS 806, 807, 808, AND 809 TO CONTINUE TO PROVIDE IMMIGRATION ASSISTANCE AND OUTREACH SERVICES

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Approve Amendment No. 1, substantially in the form on file for Coalition for Humane Immigrant Rights (CHIRLA) Contract No. 806 (C-132686), executed on January 23, 2019, to extend the term for one (1) year and increase compensation by an additional sixty thousand dollars ($60,000) to a maximum contract compensation of eighty thousand dollars ($80,000).

2. Approve Amendment No. 1, substantially in the form on file for PARS Equality Center (PEC), Contract No. 807 (C-132687) executed on January 23, 2019, to extend the term for one (1) year and increase compensation by an additional sixty thousand dollars ($60,000) to a maximum contract compensation of eighty thousand dollars ($80,000).

3. Approve Amendment No. 1, substantially in the form on file for Centro CHA, Inc. Contract No. 808 (C-132688) executed on January 23, 2019, to extend the term for one (1) year and increase compensation by an additional sixty thousand dollars ($60,000) to a maximum contract compensation of eighty thousand dollars ($80,000).

4. Approve Amendment No. 1, substantially in the form on file for Council of Mexican Federations in North America (COFEM) Contract No. 809 (C-132716) executed on January 29, 2019, to extend the term for one (1) year and increase compensation by an additional sixty thousand dollars ($60,000) to a maximum contract compensation of eighty thousand dollars ($80,000).

(Hereinafter “Contractors”)

5. Find, in accordance with Charter Section 1022, that it is more feasible that these services be performed by independent Contractors than by City employees because Civil Service personnel cannot be employed in a timely fashion.
6. Find that a competitive bid process is not required in accordance with Charter Section 371(e)(10) as the Library finds that the use of competitive bidding would be undesirable or impractical while the Library develops and performs a Request for Qualifications (RFQ) process.

7. Authorize the City Librarian and City Attorney to make technical changes if needed to the Supplemental Agreement.

8. Authorize the President of the Board of Library Commissioners to approve Amendment No. 1 to the aforementioned four (4) Contractors.

9. Adopt the attached Resolution regarding Amendment No. 1 between Los Angeles Public Library (LAPL) and Contractors, to continue to provide services.

B. FACTUAL SUMMARY:

1. As the second largest city in the country, Los Angeles is home to immigrants from more than 140 countries who speak more than 220 languages. Approximately 700,000 Angelenos are eligible for citizenship. The State of California is home to nearly 3.4 million permanent residents, 2.5 million of whom may be eligible to apply for naturalization.

2. New Americans is a core program of the Library developed to assist legal permanent residents by providing information on citizenship requirements and test preparation materials, and by helping with eligibility determination for citizenship. New Americans is a national model for immigrant integration that is now being replicated in cities across the country.

3. Therefore, the LAPL seeks to use qualified immigration assistance consultants to be retained on an as-needed and as-requested basis to perform work related to immigration legal services and immigration assistance. Specifically, consultants would assist with eligibility consultation and potentially with application assistance, as well as outreach and education, to help patrons understand their rights and immigration policy changes. A complete list of potential activities, projects, and assignments are identified in the Section 4 Scope of Work located in the existing Agreements (expiring in January 2020).

4. On January 2019, Library and Contractors entered into Contract 806 (C-132686), Contract No. 807 (C-132687), Contract Number 808 (C-132688), and Contract No. 809 (C-132716), individually not to exceed twenty thousand dollars ($20,000), for Contractors to provide immigration assistance and outreach services to Library patrons to gain understanding of their rights, immigration benefits and/or any policies and laws relating to immigration, and various other office related matters which are managed by the Library’s Engagement and Learning Branch, for the term of one (1) year.
5. Library staff requests approval of Amendment No. 1 to these Contracts to allow Library staff sufficient time to develop and perform an RFQ process for new contracts to provide immigration assistance and outreach services without a break in service.

6. The Contractors have demonstrated the skills and expertise necessary to successfully perform the requested services and meet the expectations of the Library. During the current term of the Contracts, the Contractors have provided Library patron services such as assistance with citizenship requirements and test preparation materials and by help with eligibility determination for citizenship.

7. The Agreements have been reviewed by the Office of the City Attorney as to form.

8. Funds are available in the Contractual Services Account 3040 to continue to provide immigration assistance and outreach services.

Attachments

Prepared by: Deirdre Gomez, Business Office

Reviewed by: Madeleine M. Rackley, Business Manager
LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS, On January 2019, the Los Angeles Public Library (Library) and Contractors entered into four (4) Immigration Assistance and Outreach Contracts to provide immigration assistance and outreach services to Library patrons for the term of one (1) year and not to exceed twenty thousand dollars ($20,000) with the following four firms:

1. Coalition for Humane Immigrant Rights (CHIRLA) Contract No. 806 (C-132686) executed on January 23, 2019

2. PARS Equality Center (PEC), Contract No. 807 (C-132687) executed on January 23, 2019

3. Centro CHA, Inc. Contract No. 808 (C-132688) executed on January 23, 2019

4. Council of Mexican Federations in North America (COFEM) Contract No. 809 (C-132716) executed on January 29, 2019; and

WHEREAS, Library staff recommends the approval of Amendment No. 1 to extend the terms of the aforementioned contracts for an additional one (1) year and increase compensation by an additional sixty thousand dollars ($60,000) to a maximum contract compensation of eighty thousand dollars ($80,000), to allow Library staff sufficient time to develop and perform a Request for Qualifications (RFQ) process; and

WHEREAS, the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the work can be performed more economically by an independent contractor than by City employees and the use of competitive bidding would be undesirable or impractical due to the temporary nature of the services; and

WHEREAS, funds are available in the Library’s Contractual Services Account 3040 to continue this service:

AN EQUAL EMPLOYMENT OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER
THEREFORE, RESOLVED, that the Board of Library Commissioners approve Amendment No. 1 for each of the aforementioned contracts to continue to provide immigration assistance and outreach services at the Branch Libraries and Central Library; and

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

FURTHER RESOLVED, that the Board President is authorized to execute the aforementioned Agreements.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
FIRST AMENDMENT TO CONTRACT NO. 806 (C-132686)
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
COALITION FOR HUMANE IMMIGRANT RIGHTS OF LOS ANGELES
(CHIRLA)
FOR
IMMIGRATION ASSISTANCE AND OUTREACH

THIS FIRST AMENDMENT to Contract No. 806 (C-132686) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereafter “Library”) and CHIRLA (hereinafter “CONTRACTOR”) to provide immigration assistance and outreach services to LIBRARY patrons to aide LIBRARY; and,

WHEREAS, in January 23, 2019, LIBRARY and CONTRACTOR entered into Contract Number 806 (C-132686), not to exceed twenty thousand dollars ($20,000) for CONTRACTORS to provide immigration assistance and outreach services to LIBRARY patrons in understanding of their rights, immigration benefits and/or any policies and laws relating to immigration, and various other office related matters, which are handled by the LIBRARY’s Engagement and Learning Branch, for the term of one (1) year; and,

WHEREAS, The Library and Contractor desire to continue Contract No. 806 (C-132686) with no changes to Contract No. 806’s original scope of work that includes, but is not limited to, the following activities:

- CONTRACTOR will work directly with LIBRARY staff members as identified by the Library Department’s Project Manager listed in Section 14, (“Party’s Representatives”) of this Agreement, to set goals, define site hours, and determine success and expectations.

- CONTRACTOR will provide services at set hours in each of the New Americans Center sites and in other LIBRARY facilities as needed. CONTRACTOR will confirm client appointments and meet with clients.

- CONTRACTOR will provide job skills training classes at set schedules in the New Americans Center site(s). CONTRACTOR will provide curriculum and study materials including, but not limited to Spanish, Chinese, Korean, and Farsi.

- CONTRACTOR will educate LIBRARY patrons on all related program elements of the New Americans Initiative including, but not limit to immigrant rights, immigration fraud, workers' rights, housing rights, consumer fraud, financial literacy, health care rights, and small business development and resources.

- CONTRACTOR will share LIBRARY patron data and experiences with LIBRARY to assist in providing a framework for identifying solutions for serving immigrant communities.

- CONTRACTOR will promote LIBRARY programs and services through their network of professional peers, social media, and community outreach.
• CONTRACTOR will submit completed LIBRARY originated surveys and questionnaires monthly throughout the term of the Agreement to the Project Manager to assess and consider future services deemed necessary.

• CONTRACTOR will provide appropriate and reasonable metrics on general demographics of patrons served, as requested by LIBRARY, through the walk-in or on-line appointments forms completed.

WHEREAS, these immigration assistance and outreach services originally provided by Contractor provide critically-required functions for the Branch Libraries and Central Library; and,

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

WHEREAS, The Board of Library Commissioners ("Board") found, pursuant to Charter Section 371(e)(10), that the competitive bid process is not required in accordance with Charter Section 371(e)(10) as the Library finds that the use of competitive bidding would be undesirable while the Library develops a Request for Qualifications (RFQ); and,

WHEREAS, The Board found, in accordance with Charter Section 1022, that it is more feasible that these services be performed by independent contractors than by City employees because Civil Service personnel cannot be employed in a timely fashion; and,

WHEREAS, LIBRARY seeks to extend the term of the contract with CONTRACTOR for an additional one (1) year and increase the contract compensation an additional sixty thousand dollars ($60,000) for total contract compensation not to exceed eighty thousand dollars ($80,000) to allow Library staff sufficient time to develop and release an RFQ for a new contract to provide immigration assistance and outreach services without a break in service; and,

WHEREAS, CONTRACTOR has agreed to the requested contract term extension and desires to continue to provide immigration assistance and outreach services in accordance with the same terms and conditions of Contract No. 806 (C-132686), except as revised by this First Amendment; and,

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

WHEREAS, on November 14, 2019, LIBRARY approved the execution of this First Amendment to Contract No. 806 (Board Resolution No. 19-XX [C-XX]); and,

WHEREAS, LIBRARY has sufficient funds available in Contractual Service Account 3040 to compensate CONTRACTOR for materials and services provided in accordance with this First Amendment to Contract No. 806 (C-132686).
NOW, THEREFORE, in consideration of the covenants and agreements contained in this First Amendment to Contract No. 806 (C-132686), the parties hereto mutually agree to the following:

A. SECTION 1.0 ("DOCUMENTS") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though full set forth herein:

a. This Amendment No. 1 to Contract No. 806 (C-132686);

b. Contract No. 806 (C-132686) (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and,

d. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit C)."

B. SECTION 2.0 ("ORDER OF PRECEDENCE") shall be replaced in its entirety as follows:

"This Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement to provide immigration assistance and outreach services to LIBRARY patrons shall be resolved by considering the documents according to the following order of precedence:

a. This Amendment No. 1 to Contract No. 806 (C-132686);

b. Contract No. 806 (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and

d. Evidence of Insurance (Exhibit C)."

C. SECTION 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

"This Agreement shall extend Contract No. 806 (C-132686) through January 22, 2021 and continue for a period of one (1) year.

Due to the need for CHIRLA services to be provided continuously on an ongoing basis, CHIRLA may have provided services prior to the execution of this Agreement. To the extent that CHIRLA services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."
D. SECTION 7 – ("INDEMNIFICATION AND INSURANCE REQUIREMENTS")
shall be replaced in its entirety as follow:

“The insurance and indemnification requirements of this Agreement shall be
as provided in Contract No. 806 (C-132686) (Exhibit A) of this Agreement.
Proof of Insurance shall be as provided in Exhibit C of this Agreement and as
applicable and required by the Standard Provisions for City Contracts (Rev.
10/17) [v.3] (Exhibit B).”

E. SECTION 8 – ("CONTRACTOR' COMPENSATION") shall be replaced in
its entirety as follows:

“The amount payable to CONTRACTOR for services rendered during the
term of this Agreement shall be forty dollars ($40.00) per hour, not to exceed
forty (40) hours per week and shall not exceed Eighty Thousand Dollars
($80,000) during the term of this Agreement. The Library's obligation to make
payments under this Agreement shall be limited to the current appropriation
for this Agreement. If the Library appropriates additional funds for this
Agreement, the Library's payment obligations shall be expanded to the extent
of such an appropriation, subject to the terms and conditions of the
Agreement. No amount of work or payment is guaranteed by the Library.”

F. Add Section 15.0 ("Independent Contractor")

“Contractor's relationship to City in the performance of this Agreement is that
of an independent contractor and not as an agent or employee of City.
Therefore, neither Contractor, nor any of its subcontractors, are entitled to
any vacation, sick leave, workers' Compensation, pension, or any other City
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 City. 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.”

G. Add Section 16.0 ("Retention of Records")

“Except as otherwise expressly directed by City, 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 City. These records must be retained for a period
of no less than forty-eight (48) months following final payment made by City
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 City personnel or by the City's
representative at any time during the term of this Agreement or within the
forty-eight (48) months following the final payment made by City hereunder,
the expiration of this Agreement, or the termination date of this Agreement,
whichever occurs last. Contractor shall provide any reports requested by City
regarding performance of the Agreement.”
H. Add Section 17.0 ("No Third-Party Beneficiaries")

"Nothing herein is intended to create a third party beneficiary in any subcontractor. The City 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."

I. Add Section 18.0 ("Contractor's Interaction with the Media")

"Contractor shall refer all inquiries from the news media to Library, shall immediately contact Library to inform 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."

J. Add Section 19.0 ("Requirements Apply to All Subcontractors")

"The Contractor will ensure that the requirements of Section 12.0 of the original Agreement and Section 18.0 above are provided to and apply to all subcontractors of this Agreement."

K. Add Section 20.0 ("Continued Requirements")

"The requirements of the original Agreement Section 13.0 and Sections 18.0, and 19.0 above survive termination of the Agreement."

L. Add Section 21.0 ("Border Wall Bid Disclosure")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City 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."

M. Add Section 22.0 ("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." City may terminate this Agreement at any time if City 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."
N. Add Section 23.0 ("Entire Contract")

“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, contracts, 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.

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

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the parties hereto have caused this First Amendment to Contract No. 806 (C-132686) to be executed by their respective duly authorized representatives.

By ________________________________  By ________________________________
BÍCH NGỌC CAO  Zerihown Yilma
President  Associate Director
Board of Library Commissioners  CHIRLA

Date ________________________________ Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ________________________________  By ________________________________
BASIA JANKOWSKI  RAQUEL BORDEN
Deputy City Attorney  Commission Executive Assistant

Date ________________________________  Date ________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By ________________________________

Date: ________________________________
FIRST AMENDMENT TO CONTRACT NO. 807 (C-132687)
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
PARS EQUALITY CENTER
(PEC)
FOR
IMMIGRATION ASSISTANCE AND OUTREACH

THIS FIRST AMENDMENT to Contract No. 807 (C-132687) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereafter “Library”) and PARS Equality Center (PEC) (hereinafter “CONTRACTOR”) to provide immigration assistance and outreach services to LIBRARY patrons to aide LIBRARY; and,

WHEREAS, in January 23, 2019, LIBRARY and CONTRACTOR entered into Contract Number 807 (C-132687), not to exceed twenty thousand dollars ($20,000) for CONTRACTORS to provide immigration assistance and outreach services to LIBRARY patrons in understanding of their rights, immigration benefits and/or any policies and laws relating to immigration, and various other office related matters, which are handled by the LIBRARY’s Engagement and Learning Branch, for the term of one (1) year; and,

WHEREAS, The Library and Contractor desire to continue Contract No. 807 (C-132687) with no changes to Contract No. 807’s original scope of work that includes, but is not limited to, the following activities:

- CONTRACTOR will work directly with LIBRARY staff members as identified by the Library Department’s Project Manager listed in Section 14, (“Party’s Representatives”) of this Agreement, to set goals, define site hours, and determine success and expectations.

- CONTRACTOR will provide services at set hours in each of the New Americans Center sites and in other LIBRARY facilities as needed. CONTRACTOR will confirm client appointments and meet with clients.

- CONTRACTOR will provide job skills training classes at set schedules in the New Americans Center site(s). CONTRACTOR will provide curriculum and study materials including, but not limited to Spanish, Chinese, Korean, and Farsi.

- CONTRACTOR will educate LIBRARY patrons on all related program elements of the New Americans Initiative including, but not limit to immigrant rights, immigration fraud, workers’ rights, housing rights, consumer fraud, financial literacy, health care rights, and small business development and resources.

- CONTRACTOR will share LIBRARY patron data and experiences with LIBRARY to assist in providing a framework for identifying solutions for serving immigrant communities.

- CONTRACTOR will promote LIBRARY programs and services through their network of professional peers, social media, and community outreach.
• CONTRACTOR will submit completed LIBRARY originated surveys and questionnaires monthly throughout the term of the Agreement to the Project Manager to assess and consider future services deemed necessary.

• CONTRACTOR will provide appropriate and reasonable metrics on general demographics of patrons served, as requested by LIBRARY, through the walk-in or on-line appointments forms completed.

WHEREAS, these immigration assistance and outreach services originally provided by Contractor provide critically-required functions for the Branch Libraries and Central Library; and,

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

WHEREAS, The Board of Library Commissioners ("Board") found, pursuant to Charter Section 371(e)(10), that the competitive bid process is not required in accordance with Charter Section 371(e)(10) as the Library finds that the use of competitive bidding would be undesirable while the Library develops a Request for Qualifications (RFQ); and,

WHEREAS, The Board found, in accordance with Charter Section 1022, that it is more feasible that these services be performed by independent contractors than by City employees because Civil Service personnel cannot be employed in a timely fashion; and,

WHEREAS, LIBRARY seeks to extend the term of the contract with CONTRACTOR for an additional one (1) year and increase the contract compensation an additional sixty thousand dollars ($60,000) for total contract compensation not to exceed eighty thousand dollars ($80,000) to allow Library staff sufficient time to develop and release an RFQ for a new contract to provide immigration assistance and outreach services without a break in service; and,

WHEREAS, CONTRACTOR has agreed to the requested contract term extension and desires to continue to provide immigration assistance and outreach services in accordance with the same terms and conditions of Contract No. 807 (C-132687), except as revised by this First Amendment; and,

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

WHEREAS, on November 14, 2019, LIBRARY approved the execution of this First Amendment to Contract No. 807 (Board Resolution No. 19-XX [C-XX]); and,

WHEREAS, LIBRARY has sufficient funds available in Contractual Service Account 3040 to compensate CONTRACTOR for materials and services provided in accordance with this First Amendment to Contract No. 807 (C-132687).
NOW, THEREFORE, in consideration of the covenants and agreements contained in this First Amendment to Contract No. 807 (C-132687), the parties hereto mutually agree to the following:

A. SECTION 1.0 ("DOCUMENTS") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

a. This Amendment No. 1 to Contract No. 807 (C-132687);

b. Contract No. 807 (C-132687) (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and,

d. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit C)."

B. SECTION 2.0 ("ORDER OF PRECEDENCE") shall be replaced in its entirety as follows:

"This Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement to provide immigration assistance and outreach services to LIBRARY patrons shall be resolved by considering the documents according to the following order of precedence:

a. This Amendment No. 1 to Contract No. 807 (C-132687);

b. Contract No. 807 (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and

d. Evidence of Insurance (Exhibit C)."

C. SECTION 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

"This Agreement shall extend Contract No. 807 (C-132687) through January 22, 2021 and continue for a period of one (1) year.

Due to the need for Centro CHA, Inc. services to be provided continuously on an ongoing basis, Centro CHA, Inc. may have provided services prior to the execution of this Agreement. To the extent that Centro CHA, Inc. services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."
D. SECTION 7 – ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follow:

"The insurance and indemnification requirements of this Agreement shall be as provided in Contract No. 807 (C-132687) (Exhibit A) of this Agreement. Proof of Insurance shall be as provided in Exhibit C of this Agreement and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17) [v.3] (Exhibit B)."

E. SECTION 8 – ("CONTRACTOR' COMPENSATION") shall be replaced in its entirety as follows:

"The amount payable to CONTRACTOR for services rendered during the term of this Agreement shall be forty dollars ($40.00) per hour, not to exceed forty (40) hours per week and shall not exceed Eighty Thousand Dollars ($80,000) during the term of this Agreement. The Library's obligation to make payments under this Agreement shall be limited to the current appropriation for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such an appropriation, subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed by the Library."

F. Add Section 15.0 ("Independent Contractor")

"Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' Compensation, pension, or any other City 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 City. 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."

G. Add Section 16.0 ("Retention of Records")

"Except as otherwise expressly directed by City, 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 City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City 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 City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement."
H. Add Section 17.0 ("No Third-Party Beneficiaries")

"Nothing herein is intended to create a third party beneficiary in any subcontractor. The City 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."

I. Add Section 18.0 ("Contractor's Interaction with the Media")

"Contractor shall refer all inquiries from the news media to Library, shall immediately contact Library to inform 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."

J. Add Section 19.0 ("Requirements Apply to All Subcontractors")

"The Contractor will ensure that the requirements of Section 12.0 of the original Agreement and Section 18.0 above are provided to and apply to all subcontractors of this Agreement."

K. Add Section 20.0 ("Continued Requirements")

"The requirements of the original Agreement Section 13.0 and Sections 18.0, and 19.0 above survive termination of the Agreement."

L. Add Section 21.0 ("Border Wall Bid Disclosure")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City 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."

M. Add Section 22.0 ("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." City may terminate this Agreement at any time if City 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."
N. Add Section 23.0 ("Entire Contract")

"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, contracts, 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.

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

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the parties hereto have caused this First Amendment to Contract No. 807 (C-132687) to be executed by their respective duly authorized representatives.

By ______________________________
BICH NGOC CAO
President
Board of Library Commissioners
Date ______________________________

By ______________________________
REZA ODABAEE
Chief Operating Officer
PARS Equality Center (PEC)
Date ______________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ______________________________
BASIA JANKOWSKI
Deputy City Attorney
Date ______________________________

ATTEST:

By ______________________________
RAQUEL BORDEN
Commission Executive Assistant
Date ______________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By ______________________________
Date: ______________________________
FIRST AMENDMENT TO CONTRACT NO. 808 (C-132688)
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
CENTRO CHA, INC.
FOR
IMMIGRATION ASSISTANCE AND OUTREACH

THIS FIRST AMENDMENT to Contract No. 808 (C-132688) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereafter "Library") and Centro CHA, Inc. (hereinafter "CONTRACTOR") to provide immigration assistance and outreach services to LIBRARY patrons to aide LIBRARY; and,

WHEREAS, in January 23, 2019, LIBRARY and CONTRACTOR entered into Contract Number 808 (C-132688), not to exceed twenty thousand dollars ($20,000) for CONTRACTORS to provide immigration assistance and outreach services to LIBRARY patrons in understanding of their rights, immigration benefits and/or any policies and laws relating to immigration, and various other office related matters, which are handled by the LIBRARY’s Engagement and Learning Branch, for the term of one (1) year; and,

WHEREAS, The Library and Contractor desire to continue Contract No. 808 (C-132688) with no changes to Contract No. 808’s original scope of work that includes, but is not limited to, the following activities:

- CONTRACTOR will work directly with LIBRARY staff members as identified by the Library Department’s Project Manager listed in Section 14, ("Party’s Representatives") of this Agreement, to set goals, define site hours, and determine success and expectations.

- CONTRACTOR will provide services at set hours in each of the New Americans Center sites and in other LIBRARY facilities as needed. CONTRACTOR will confirm client appointments and meet with clients.

- CONTRACTOR will provide job skills training classes at set schedules in the New Americans Center site(s). CONTRACTOR will provide curriculum and study materials including, but not limited to Spanish, Chinese, Korean, and Farsi.

- CONTRACTOR will educate LIBRARY patrons on all related program elements of the New Americans Initiative including, but not limit to immigrant rights, immigration fraud, workers’ rights, housing rights, consumer fraud, financial literacy, health care rights, and small business development and resources.

- CONTRACTOR will share LIBRARY patron data and experiences with LIBRARY to assist in providing a framework for identifying solutions for serving immigrant communities.

- CONTRACTOR will promote LIBRARY programs and services through their network of professional peers, social media, and community outreach.
• CONTRACTOR will submit completed LIBRARY originated surveys and questionnaires monthly throughout the term of the Agreement to the Project Manager to assess and consider future services deemed necessary.

• CONTRACTOR will provide appropriate and reasonable metrics on general demographics of patrons served, as requested by LIBRARY, through the walk-in or on-line appointments forms completed.

WHEREAS, these immigration assistance and outreach services originally provided by Contractor provide critically-required functions for the Branch Libraries and Central Library; and,

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

WHEREAS, The Board of Library Commissioners ("Board") found, pursuant to Charter Section 371(e)(10), that the competitive bid process is not required in accordance with Charter Section 371(e)(10) as the Library finds that the use of competitive bidding would be undesirable while the Library develops a Request for Qualifications (RFQ); and,

WHEREAS, The Board found, in accordance with Charter Section 1022, that it is more feasible that these services be performed by independent contractors than by City employees because Civil Service personnel cannot be employed in a timely fashion; and,

WHEREAS, LIBRARY seeks to extend the term of the contract with CONTRACTOR for an additional one (1) year and increase the contract compensation an additional sixty thousand dollars ($60,000) for total contract compensation not to exceed eighty thousand dollars ($80,000) to allow Library staff sufficient time to develop and release an RFQ for a new contract to provide immigration assistance and outreach services without a break in service; and,

WHEREAS, CONTRACTOR has agreed to the requested contract term extension and desires to continue to provide immigration assistance and outreach services in accordance with the same terms and conditions of Contract No. 808 (C-132688), except as revised by this First Amendment; and,

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

WHEREAS, on November 14, 2019, LIBRARY approved the execution of this First Amendment to Contract No. 808 (Board Resolution No. 19-XX [C-XX]); and,

WHEREAS, LIBRARY has sufficient funds available in Contractual Service Account 3040 to compensate CONTRACTOR for materials and services provided in accordance with this First Amendment to Contract No. 808 (C-132688).
NOW, THEREFORE, in consideration of the covenants and agreements contained in this First Amendment to Contract No. 808 (C-132688), the parties hereto mutually agree to the following:

A. SECTION 1.0 ("DOCUMENTS") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though full set forth herein:

a. This Amendment No. 1 to Contract No. 808 (C-132688);

b. Contract No. 808 (C-132688) (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and,

d. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit C)."

B. SECTION 2.0 ("ORDER OF PRECEDENCE") shall be replaced in its entirety as follows:

"This Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement to provide immigration assistance and outreach services to LIBRARY patrons shall be resolved by considering the documents according to the following order of precedence:

a. This Amendment No. 1 to Contract No. 808 (C-132688);

b. Contract No. 808 (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and

d. Evidence of Insurance (Exhibit C)."

C. SECTION 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

"This Agreement shall extend Contract No. 808 (C-132688) through January 22, 2021 and continue for a period of one (1) year.

Due to the need for Centro CHA, Inc. services to be provided continuously on an ongoing basis, Centro CHA, Inc. may have provided services prior to the execution of this Agreement. To the extent that Centro CHA, Inc. services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."
D. SECTION 7 – ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follow:

"The insurance and indemnification requirements of this Agreement shall be as provided in Contract No. 808 (C-132688) (Exhibit A) of this Agreement. Proof of Insurance shall be as provided in Exhibit C of this Agreement and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17) [v.3] (Exhibit B)."

E. SECTION 8 – ("CONTRACTOR' COMPENSATION") shall be replaced in its entirety as follows:

"The amount payable to CONTRACTOR for services rendered during the term of this Agreement shall be forty dollars ($40.00) per hour, not to exceed forty (40) hours per week and shall not exceed Eighty Thousand Dollars ($80,000) during the term of this Agreement. The Library’s obligation to make payments under this Agreement shall be limited to the current appropriation for this Agreement. If the Library appropriates additional funds for this Agreement, the Library’s payment obligations shall be expanded to the extent of such an appropriation, subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed by the Library."

F. Add Section 15.0 ("Independent Contractor")

"Contractor’s relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers’ Compensation, pension, or any other City 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 City. 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."

G. Add Section 16.0 ("Retention of Records")

"Except as otherwise expressly directed by City, 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 City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City 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 City personnel or by the City’s representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement."
H. Add Section 17.0 ("No Third-Party Beneficiaries")

"Nothing herein is intended to create a third party beneficiary in any subcontractor. The City 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."

I. Add Section 18.0 ("Contractor's Interaction with the Media")

"Contractor shall refer all inquiries from the news media to Library, shall immediately contact Library to inform 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."

J. Add Section 19.0 ("Requirements Apply to All Subcontractors")

"The Contractor will ensure that the requirements of Section 12.0 of the original Agreement and Section 18.0 above are provided to and apply to all subcontractors of this Agreement."

K. Add Section 20.0 ("Continued Requirements")

"The requirements of the original Agreement Section 13.0 and Sections 18.0, and 19.0 above survive termination of the Agreement."

L. Add Section 21.0 ("Border Wall Bid Disclosure")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City 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."

M. Add Section 22.0 ("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." City may terminate this Agreement at any time if City 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."
N. Add Section 23.0 ("Entire Contract")

"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, contracts, 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.

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

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the parties hereto have caused this First Amendment to Contract No. 808 (C-132688) to be executed by their respective duly authorized representatives.

By_________________________  By_________________________
   BÍCH NGỌC CAO              JESSICA QUINTANA
       President              Director
       Board of Library Commissioners  Centro CHA, Inc.

Date_________________________  Date_________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By_________________________  By_________________________
   BASIA JANKOWSKI            RAQUEL BORDEN
       Deputy City Attorney   Commission Executive Assistant

Date_________________________  Date_________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By_________________________

Date:_______________________
FIRST AMENDMENT TO CONTRACT NO. 809 (C-132716)
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
COUNCIL OF MEXICAN FEDERATIONS IN NORTH AMERICA
(COFEM)
FOR
IMMIGRATION ASSISTANCE AND OUTREACH

THIS FIRST AMENDMENT to Contract No. 809 (C-132716) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereafter "Library") and Council of Mexican Federations in North America, or COFEM (hereinafter "CONTRACTOR") to provide immigration assistance and outreach services to LIBRARY patrons to aide LIBRARY; and,

WHEREAS, in January 23, 2019, LIBRARY and CONTRACTOR entered into Contract Number 809 (C-132716), not to exceed twenty thousand dollars ($20,000) for CONTRACTORS to provide immigration assistance and outreach services to LIBRARY patrons in understanding of their rights, immigration benefits and/or any policies and laws relating to immigration, and various other office related matters, which are handled by the LIBRARY's Engagement and Learning Branch, for the term of one (1) year; and,

WHEREAS, The Library and Contractor desire to continue Contract No. 809 (C-132716) with no changes to Contract No. 809's original scope of work that includes, but is not limited to, the following activities:

- CONTRACTOR will work directly with LIBRARY staff members as identified by the Library Department's Project Manager listed in Section 14, ("Party's Representatives") of this Agreement, to set goals, define site hours, and determine success and expectations.

- CONTRACTOR will provide services at set hours in each of the New Americans Center sites and in other LIBRARY facilities as needed. CONTRACTOR will confirm client appointments and meet with clients.

- CONTRACTOR will provide job skills training classes at set schedules in the New Americans Center site(s). CONTRACTOR will provide curriculum and study materials including, but not limited to Spanish, Chinese, Korean, and Farsi.

- CONTRACTOR will educate LIBRARY patrons on all related program elements of the New Americans Initiative including, but not limit to immigrant rights, immigration fraud, workers' rights, housing rights, consumer fraud, financial literacy, health care rights, and small business development and resources.

- CONTRACTOR will share LIBRARY patron data and experiences with LIBRARY to assist in providing a framework for identifying solutions for serving immigrant communities.
• CONTRACTOR will promote LIBRARY programs and services through their network of professional peers, social media, and community outreach.

• CONTRACTOR will submit completed LIBRARY originated surveys and questionnaires monthly throughout the term of the Agreement to the Project Manager to assess and consider future services deemed necessary.

• CONTRACTOR will provide appropriate and reasonable metrics on general demographics of patrons served, as requested by LIBRARY, through the walk-in or on-line appointments forms completed.

WHEREAS, these immigration assistance and outreach services originally provided by Contractor provide critically-required functions for the Branch Libraries and Central Library; and,

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

WHEREAS, The Board of Library Commissioners ("Board") found, pursuant to Charter Section 371(e)(10), that the competitive bid process is not required in accordance with Charter Section 371(e)(10) as the Library finds that the use of competitive bidding would be undesirable while the Library develops a Request for Qualifications (RFQ); and,

WHEREAS, The Board found, in accordance with Charter Section 1022, that it is more feasible that these services be performed by independent contractors than by City employees because Civil Service personnel cannot be employed in a timely fashion; and,

WHEREAS, LIBRARY seeks to extend the term of the contract with CONTRACTOR for an additional one (1) year and increase the contract compensation an additional sixty thousand dollars ($60,000) for total contract compensation not to exceed eighty thousand dollars ($80,000) to allow Library staff sufficient time to develop and release an RFQ for a new contract to provide immigration assistance and outreach services without a break in service; and,

WHEREAS, CONTRACTOR has agreed to the requested contract term extension and desires to continue to provide immigration assistance and outreach services in accordance with the same terms and conditions of Contract No. 809 (C-132716), except as revised by this First Amendment; and,

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

WHEREAS, on November 14, 2019, LIBRARY approved the execution of this First Amendment to Contract No. 809 (Board Resolution No. 19-XX [C-XX]); and,

WHEREAS, LIBRARY has sufficient funds available in Contractual Service Account 3040 to compensate CONTRACTOR for materials and services provided in accordance with this First Amendment to Contract No. 809 (C-132716).
NOW, THEREFORE, in consideration of the covenants and agreements contained in this First Amendment to Contract No. 809 (C-132716), the parties hereto mutually agree to the following:

A. SECTION 1.0 ("DOCUMENTS") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though full set forth herein:

a. This Amendment No. 1 to Contract No. 809 (C-132716);

b. Contract No. 809 (C-132716) (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and,

d. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit C)."

B. SECTION 2.0 ("ORDER OF PRECEDENCE") shall be replaced in its entirety as follows:

"This Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement to provide immigration assistance and outreach services to LIBRARY patrons shall be resolved by considering the documents according to the following order of precedence:

a. This Amendment No. 1 to Contract No. 809 (C-132716);

b. Contract No. 809 (Exhibit A);

c. Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as (Exhibit B); and

d. Evidence of Insurance (Exhibit C)."

C. SECTION 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

"This Agreement shall extend Contract No. 809 (C-132716) through January 22, 2021 and continue for a period of one (1) year.

Due to the need for COFEM services to be provided continuously on an ongoing basis, COFEM may have provided services prior to the execution of this Agreement. To the extent that COFEM services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."
D. SECTION 7 – ("INDEMNIFICATION AND INSURANCE REQUIREMENTS") shall be replaced in its entirety as follow:

"The insurance and indemnification requirements of this Agreement shall be as provided in Contract No. 809 (C-132716) (Exhibit A) of this Agreement. Proof of Insurance shall be as provided in Exhibit C of this Agreement and as applicable and required by the Standard Provisions for City Contracts (Rev. 10/17) [v.3] (Exhibit B)."

E. SECTION 8 – ("CONTRACTOR' COMPENSATION") shall be replaced in its entirety as follows:

"The amount payable to CONTRACTOR for services rendered during the term of this Agreement shall be forty dollars ($40.00) per hour, not to exceed forty (40) hours per week and shall not exceed Eighty Thousand Dollars ($80,000) during the term of this Agreement. The Library's obligation to make payments under this Agreement shall be limited to the current appropriation for this Agreement. If the Library appropriates additional funds for this Agreement, the Library’s payment obligations shall be expanded to the extent of such an appropriation, subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed by the Library."

F. Add Section 15.0 ("Independent Contractor")

"Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' Compensation, pension, or any other City 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 City. 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."

G. Add Section 16.0 ("Retention of Records")

"Except as otherwise expressly directed by City, 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 City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City 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 City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement."
H. Add Section 17.0 ("No Third-Party Beneficiaries")

"Nothing herein is intended to create a third party beneficiary in any subcontractor. The City 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."

I. Add Section 18.0 ("Contractor's Interaction with the Media")

"Contractor shall refer all inquiries from the news media to Library, shall immediately contact Library to inform 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."

J. Add Section 19.0 ("Requirements Apply to All Subcontractors")

"The Contractor will ensure that the requirements of Section 12.0 of the original Agreement and Section 18.0 above are provided to and apply to all subcontractors of this Agreement."

K. Add Section 20.0 ("Continued Requirements")

"The requirements of the original Agreement Section 13.0 and Sections 18.0, and 19.0 above survive termination of the Agreement."

L. Add Section 21.0 ("Border Wall Bid Disclosure")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City 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."

M. Add Section 22.0 ("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." City may terminate this Agreement at any time if City 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."
N. Add Section 23.0 ("Entire Contract")

"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, contracts, 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.

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

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the parties hereto have caused this First Amendment to Contract No. 809 (C-132716) to be executed by their respective duly authorized representatives.

By______________________________________________
   BÍCH NGỌC CAO
   President
   Board of Library Commissioners

Date______________________________________________

By______________________________________________
   MIGUEL ANGEL PEREZ
   Board President
   Council of Mexican Federations, Inc.

Date______________________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By______________________________________________
   BASIA JANKOWSKI
   Deputy City Attorney

Date______________________________________________

ATTEST:

By______________________________________________
   RAQUEL BORDEN
   Commission Executive Assistant

Date______________________________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By______________________________________________

Date: ____________________________________________
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

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

SUBJECT: APPROVAL OF A SUPPLEMENTAL AGREEMENT TO CONTRACT NUMBER 805 WITH AMANDA LIV DE HOYOS CARLSON TO CONTINUE CONSULTANT SERVICES TO DEVELOP A FRAMEWORK FOR STAFF TO DEVELOP SOLUTIONS RELATIVE TO THE LIBRARY SAFETY AND SECURITY PROJECT

November 14, 2019

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Approve a Supplemental Agreement to Contract Number 805, substantially in the form on file, with Amanda Liv de Hoyos Carlson (Consultant), a sole proprietor, for a term of one year from the date of execution, and approve an additional $43,200 for total contract compensation amount not to exceed $138,200.

2. Find, in accordance with Charter Sections 371(e)(10) and 1022, as well as Los Angeles Administrative Code Section 10.15(a)(10), that this work can be performed more economically by an independent contractor than by City employees, and that the use of competitive bidding would be impractical due to the temporary nature of these services.

3. Authorize the City Librarian or the City Attorney to make technical changes if needed to the Supplemental Agreement.

4. Authorize the President of the Board of Library Commissioners to execute the Supplemental Agreement; and

5. Adopt the attached Resolution regarding the Supplemental Agreement between LAPL and Consultant to continue to provide services.

B. FACTUAL SUMMARY:

1. On June 14, 2018, the Board approved an Agreement, Contract No. 805, not to exceed one year, and with maximum contract compensation of $95,000, for Amanda Liv de Hoyos Carlson (Consultant) to provide professional consulting services to increase Library staff participation in organizational decision-making on the development of safety and security guidelines at the Branch Libraries and Central Library (Library Resolution No. 2018-31 [C-24]). The scope of work included working group planning to
determine how different groups and individuals frame the issue of Library safety and security and how they understand their ability to shape Library policy. The scope of work also included engagement design, digital surveys, collaborative design workshops, peer-to-peer interviews and site visits, analysis, reporting, piloting, and best practices research. Contract Number 805 was executed on November 13, 2018, and expired on November 12, 2019.

2. Library staff requests approval of a Supplemental Agreement to Contract Number 805 for a term of one year from the date of execution, and an additional $43,200 for total contract compensation not to exceed $138,200. The funds are required for the Consultant to complete Phases 1-5 of the Los Angeles Public Library (LAPL) Safety and Security Project (Project) as described in Item B.1 above, and begin work on Phase 6, which involves taking steps to implement safety and security recommendations associated with the Project at the Branch Libraries and Central Library.

3. The Consultant has demonstrated the skills and expertise necessary to successfully perform the requested services and meet the expectations of the Library. During the current term of the contract, the Consultant hosted many events and training sessions to assist Library management and staff with identifying security issues and developing strategies to help resolve these issues. The Consultant has also been successful in including LAPD in the process. The Library requires the Consultant's services for an additional year to implement the Safety and Security Project.

4. Funds are available in the Library's Various Special Account 9510 to continue this consulting service.

Attachment – Supplemental Agreement to Contract No. 805

Prepared by: Trina Unzicker, Assistant Business Office

Reviewed by: Madeleine M. Rackley, Business Manager
LIBRARY RESOLUTION NO. 2018-XX (C-XX)

WHEREAS, on November 13, 2018, Library (LAPL) and Amanda Liv de Hoyos Carlson (Contractor) entered into Contract No. 805 for one year to provide professional consultant services to develop a framework for staff at all levels to develop recommendations for the LAPL Safety and Security Project (Project) at the Branch Libraries and Central Library; and,

WHEREAS, LAPL seeks to extend the term of the agreement with Contractor one additional year to allow Contractor and Library staff sufficient time to continue the implementation of the Project, and increase the total compensation to the Contractor by an additional $43,200 for total contract compensation not to exceed $138,200; and,

WHEREAS, the Contractor has agreed to the proposed supplemental contract and wishes to provide professional consultant services to continue development of the Project in accordance with the same terms and conditions of Contract 805, except as revised by this Supplemental Agreement; and,

WHEREAS, on November 14, 2019, Board approved the execution of the Supplemental Agreement to Contract No. 805; and,

WHEREAS, the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10), and 1022; as well as Los Angeles Administrative Code Section 10.15(a)(10), that the work can be performed more economically by an independent contractor than by City employees, and the use of competitive bidding would be impractical due to the temporary nature of the services; and,

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

WHEREAS, LAPL has sufficient funds available within the Various Special Account 9510 budget to compensate the Contractor for materials and services provided under this Supplemental Agreement to Contract No. 805.
THEREFORE, RESOLVED, that the Board of Library Commissioners award a Supplemental Agreement to Contract No. 805 for a period of one year from the date of execution by the Board to Amanda Liv de Hoyos Carlson, a sole proprietor, to provide professional consultant services to continue development of the Safety and Security Project in accordance with the same terms and conditions of Contract 805, except as revised by this Supplemental Agreement, at the Branch Libraries and Central Library; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make non-substantive changes if needed to the contract; and,

FURTHER RESOLVED, that the Board President is authorized to execute the contract.

This is a true copy:

__________________________
Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 805
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
AMANDA LIV DE HOYOS CARLSON
CONSULTANT SERVICES TO DEVELOP A FRAMEWORK FOR STAFF TO
PARTicipate IN DEVELOPING SOLUTIONS FOR SAFETY AND SECURITY

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract No. 805 is made and
entered into by and between the City of Los Angeles ("City"), a municipal corporation,
acting by and through its Board of Library Commissioners (hereinafter referred to as
"City", "Board", or "Library"), and Amanda Liv De Hoyos Carlson, a sole proprietor
(hereinafter "Contractor") to provide professional consultant services to develop a
framework for staff at all levels to participate in developing solutions for LAPL safety and
security at the Central and Branch Libraries.

WHEREAS, on November 13, 2018, Library and Contractor entered into Contract
No. 805 to provide professional consultant services to develop a framework for staff at all
levels to participate in developing solutions for LAPL safety and security at the Central
and Branch Libraries for the term of one (1) year; and,

WHEREAS, Library seeks to extend the term of the agreement with Contractor
one additional year to allow Contractor and Library staff sufficient time to complete the
Safety and Security Project; and,

WHEREAS, Contractor has agreed to the requested contract term extension and
desires to continue to provide professional consultant services to develop a framework
for staff at all levels to participate in developing solutions for LAPL safety and security at
the Central and Branch Libraries in accordance with the same terms and conditions of
Contract No. 805, except as revised by this Supplemental Agreement; and,

WHEREAS, on November 14, 2019, Board approved the execution of this
Supplemental Agreement to Contract No. 805 (Board Resolution No. 19-XX [C-XX]); and,

WHEREAS, Library has sufficient funds available to compensate Contractor for
materials and services provided under this Supplemental Agreement to Contract No. 805;
and,

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

WHEREAS, On November 14, 2019, the Board of Library Commissioners found,
in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative
Code Section 10.15(a)(10), that it is more economical and feasible to have the work
performed by an independent contractor than by City employees and that the use of
competitive bidding would be undesirable and impractical because the Contractor intends to complete the safety and security project within the term of the proposed Supplemental Agreement:

NOW, THEREFORE, The Library and Contractor agree that Contract No. 805 be revised as follows:

I. SECTION 1.0 ("DOCUMENTS") shall be replaced in its entirety as follows:

"This Agreement shall be composed of the following documents which shall be made a part hereof as though full set forth herein:

a. This Supplemental Agreement to Contract No. 805;

b. The Agreement;

c. Standard Provisions for City Contracts (Standard Provisions; Rev. 10/17) [v.3];

d. Proof of Insurance.

e. The resume of Contractor."

II. SECTION 2.0 ("ORDER OF PRECEDENCE") shall be replaced in its entirety as follows:

"This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Audiovisual Services for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

a. This Supplemental Agreement to Contract No. 805;

b. The Agreement;

c. Standard Provisions; Rev. 10/17) [v.3];

d. Proof of Insurance;

e. The resume of Contractor."
III. SECTION 3.0 ("TERM OF AGREEMENT") shall be replaced in its entirety as follows:

"This Agreement shall commence on the date of execution by the Board and shall continue for a period of one year. Either Party may terminate this Agreement on 30 days written notice to the other Party. In the event of termination, Contractor shall be paid for work completed under this Agreement through the effective date of termination."

IV. SECTION 4 ("SCOPE OF WORK") shall be amended to include the following paragraph as Subsection F:

"F. PHASE 6 – Implementation
Sustain the work of the Safety and Security Project as the Los Angeles Public Library takes steps to implement recommendations in the following ways:

- Work closely with the Library’s Administrative Team as it evaluates the Safety and Security Project’s recommendations and support the team in the creation of an initial implementation plan, with an associated calendar/timeline;
- Provide guidance and support on the creation of a job description for a potential hire to lead the Safety and Security Project work;
- Schedule meetings, coordinate all associated logistics, lead presentations, and facilitate meetings on the project’s results, as necessary;
- Present findings to the Los Angeles Police Department Senior Lead Officers and others, as needed;
- Work with the Planning Team to define how it will continue in 2020, taking into account learning from the project and process. Support LAPL staff in all associated team coordination, communication, and logistics;
- Provide support and/or counsel for Business Office staff in considering and addressing safety-related topics;
- Assist in defining and implementing any process evaluation tools, as necessary; and,
- On-board individual(s) who will sustain the work of the project beyond the scope of this contract."

V. SECTION 8 ("CONTRACTOR PAYMENT") shall be amended to insert a second sentence between the first sentence and the re-ordered third and fourth sentences as follows:

"The amount payable to Contractor for services during Phase 6 shall be $90 per hour, not to exceed 40 hours per week and shall not exceed $43,200, for a total amount not to exceed $138,200 during the term of this Agreement."
VI. SECTION 14 ("RATIFICATION CLAUSE") shall be replaced in its entirety as follows:

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

VII. Add SECTION 16.0 ("INDEPENDENT CONTRACTOR")

"Contractor’s relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers’ compensation, pension, or any other City 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 City. 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."

VIII. Add SECTION 17.0 ("RETENTION OF RECORDS")

"Except as otherwise expressly directed by City, 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 City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City 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 City personnel or by the City’s representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement."

IX. Add SECTION 18.0 ("NO THIRD-PARTY BENEFICIARIES")

"Nothing herein is intended to create a third party beneficiary in any subcontractor. The City 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."
X. Add SECTION 19.0 ("CONTRACTOR’S INTERACTION WITH THE MEDIA")

"Contractor shall refer all inquiries from the news media to Library, shall immediately contact Library to inform 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."

XI. Add SECTION 20.0 ("REQUIREMENTS APPLY TO ALL SUBCONTRACTORS")

"The Contractor will ensure that the requirements of Section 13.0 of the original Agreement and Section 19.0 above are provided to and apply to all subcontractors of this Agreement."

XII. Add SECTION 21.0 ("CONTINUED REQUIREMENTS")

"The requirements of the original Agreement Section 13.0 and Sections 19.0, and 20.0 above survive termination of the Agreement."

XIII. Add SECTION 22.0 ("BORDER WALL BID DISCLOSURE")

"Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City 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."

XIV. Add SECTION 23.0 ("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." City may terminate this Agreement at any time if City 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.

XV. Add SECTION 24.0 ("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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original."
IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to Contract No. 805 to be executed by their respective duly authorized representatives.

By ____________________________
BÍCH NGỌC CAO
President
Board of Library Commissioners

Date ____________________________

By ______________________________
AMANDA LIV DE HOYOS CARLSON

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ______________________________
BASIA JANKOWSKI
Deputy City Attorney

Date ____________________________

ATTEST:

By ______________________________
RAQUEL BORDEN
Executive Assistant

Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: ____________________________

Date: ____________________________