EXHIBIT A

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

August 28, 2025

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF THE FIRST AMENDED AND RESTATED CONTRACT WITH GIBBS M. SMITH, INC. (CONTRACT NO. C-145481)**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the First Amended and Restated Contract (Contract No. C-145481) with Gibbs M. Smith, Inc. (Contractor), substantially in the form on file in the Board Office, to reflect the revised fee structure for the distribution of digital books and materials to 10 percent of net sales.

2. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the First Amended and Restated Contract.

3. Authorize the Board President and the Board Secretary to execute the First Amended and Restated Contract upon completion of all required approvals.

4. Adopt the attached Resolution regarding the execution of the First Amended and Restated Contract to reflect a revised fee for distribution of digital books and materials to 10 percent of net sales.

B. BACKGROUND:

1. On December 14, 2024, the Board approved a contract with Contractor to act as the exclusive distributor for books and materials published by Angel City Press (Library Resolution 2023-46 [C-37]).

2. Library staff requests that the Board approve the First Amended and Restated Contract to Contract C-145481 with Contractor to reflect the revised fee structure for the distribution of digital books and materials to 10 percent of net sales.

3. This First Amended and Restated Contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Susan Broman, Assistant City Librarian

Prepared by: Grethel Juanta, Management Analyst
Claudia Aguilar, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

August 28, 2025

LIBRARY RESOLUTION NO. 2025-__ (C-__)

WHEREAS, the Library requires the professional and specialized services of a Contractor to become the exclusive distributor for books and materials published by Angel City Press at Los Angeles Public Library;

WHEREAS, on December 14, 2023, the Board approved the award and execution of a contract with Gibbs M. Smith, Inc., for the printing a distribution of Angel City Press at Los Angeles Public Library materials (hereinafter "ACP at LAPL" (Library Resolution No. 2023-46 [C-37]).

WHEREAS, on June 6, 2024, contract with Gibbs M. Smith, Inc, to provide printing and distribution services for "ACP at LAPL" materials was executed;

WHEREAS, on December 14, 2023, the Board approved the award and execution of a contract with Gibbs M. Smith, Inc., to provide printing and distribution services for ACP at LAPL; and

WHEREAS, the Library has negotiated a revised fee schedule for the distribution of digital books and materials to 10 percent fees of net sales to be deducted from the Contractor's payment.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the execution of the First Amended and Restated contract (Contract C-145375) with Gibbs M. Smith, Inc., to reflect a revised fee of 10 percent of net sales for the distribution of digital books and materials; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contract.

This is a true copy:

FIRST RESTATED AND AMENDED CONTRACT NO. C-145375
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
GIBBS M. SMITH, INC.
FOR
BOOK SALES AND DISTRUBUTION SERVICES
RELATED TO ANGEL CITY PRESS AT LOS ANGELES PUBLIC LIBRARY

This FIRST RESTATED AND AMENDED Contract No. C-145375 is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Library Commissioners (hereinafter "BOARD" or "LIBRARY"), and Gibbs M. Smith, Inc., (hereinafter "CONTRACTOR"). The LIBRARY and the CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the LIBRARY appointed the CONTRACTOR as the exclusive distributor for books and materials published by Angel City Press at Los Angeles Public Library (hereinafter "ACP at LAPL"); and

WHEREAS, on December 14, 2023, the Board approved the award and execution of a contract with the CONTRACTOR for the printing and distribution of "ACP at LAPL" materials for a term of three years (Board Resolution No. 2023-46 (C-37); and

WHEREAS, the Parties now wish to amend the original contract to reflect a revised fee of 10 percent of net sales for the distribution of digital books and materials, to be deducted from the CONTRACTOR's payments.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1.0 DOCUMENTS

This First Restated and Amended Contract ("Contract" or "Agreement") shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

1.1 This Agreement.

1.2 Standard Provisions for City Agreements (Rev. 9/22 [V.1]), which are attached hereto and incorporated herein by reference hereinafter as Exhibit A.

1.3 Shipping Instructions, which are attached hereto and incorporated herein by reference hereinafter as Exhibit B.

2.0 ORDER OF PRECEDENCE

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall

affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

2.1 This Agreement.

2.2 Exhibit A.

2.3 Exhibit B.

3.0 INTRODUCTION

3.1 The LIBRARY shall appoint the CONTRACTOR, during the term of this Agreement, to be the exclusive provider of the services described in Section 4.0 below for all ACP at LAPL retail trade, corporate resale, and education accounts (herein called "the Accounts") within the agreed-upon Territory, including, but not limited to:

3.1.1 Independent, department store, and chain book stores;

3.1.2 University and college book stores;

3.1.3 Specialty and gift accounts, businesses, institutions, and the public, with the exceptions of LIBRARY – and Los Angeles Public Library – operated websites and retail stores located within or operated by the Los Angeles Public Library system and its branches;

3.1.4 Book wholesalers and contractors;

3.1.5 Schools and libraries with the exception of the Los Angeles Public Library;

3.1.6 Direct sales other than events where LIBRARY participates directly as an organizer or exhibitor;

3.1.7 Book clubs;

3.1.8 Warehouse clubs; and

3.1.9 Online book resellers.

3.2 The CONTRACTOR will be a nonexclusive distributor to individuals and businesses that purchase directly from CONTRACTOR or LIBRARY for non-resale purposes.

3.3 The Territory for distribution shall be all areas of the world.

4.0 SERVICES TO BE PROVIDED

Upon execution of the Agreement, CONTRACTOR will be required to provide the services described as follows:

4.1 Selling and marketing books and materials published by ACP at LAPL throughout the Territory.

4.2 Maintaining ongoing contact with the Accounts.

4.3 Attending the appropriate trade fairs and conventions;

4.4 Producing and distributing to the Accounts a semi-annual catalog and order materials, which catalog shall be in both digital and print format. The digital format shall include all new and back-list titles, while the print format will be designed to feature new and selected best-selling back-list titles.

4.5 Distributing review copies of titles.

4.6 Distributing other marketing materials and information as necessary in the CONTRACTOR'S judgment to promote the sales of titles.

4.7 For royalties due to LIBRARY'S authors: calculating, maintaining records, communicating, and remitting the accrued royalties due on a schedule to be agreed upon by LIBRARY and CONTRACTOR and consistent with the royalty agreements.

4.8 The LIBRARY shall allow the CONTRACTOR to take promotional copies of titles from stock to be distributed as review copies and as samples to sales representatives, provided that the number of promotional copies shall be limited to fifty (50) copies without prior authorization by LIBRARY.

4.9 The LIBRARY agrees to consult with the CONTRACTOR on the design and price of each book to be distributed; however, all final decisions regarding design and price will be made by the LIBRARY.

4.10 The CONTRACTOR shall provide appropriate warehouse facilities to receive, store and ship the stock.

4.11 The CONTRACTOR shall ensure that the LIBRARY is sent, on or before the tenth day of each month, a report listing by title:

4.11.1 All stock on hand on the first day of the month.

4.11.2 All sales of stock during the previous month.

4.11.3 All returns of stock during the previous month.

4.11.4 Damaged stock.

4.11.5 All promotional copies of titles removed from stock during the previous month (herein called the "Sales Report").

4.11.6 All receipt of stock during the previous month.

5.0 ORDERS

5.1 The LIBRARY shall provide a list of existing Accounts and refer all future orders from the Territory to the CONTRACTOR for fulfillment.

5.2 Stock damaged in transit shall be noted on arrival in the CONTRACTOR'S warehouse and the LIBRARY advised of such damage.

5.3 The LIBRARY will promptly inform the CONTRACTOR when the LIBRARY intends to cease printing any title or has made any rights or remainder sale that may affect the CONTRACTOR'S Territory.

6.0 SHIPPING AND SHIPPING COSTS

The LIBRARY shall bear all transportation costs of shipping stock from the LIBRARY'S warehouse to the CONTRACTOR'S warehouse facility. The LIBRARY shall package and ship all stock in accordance with the specifications set forth in Exhibit B.

6.1 The LIBRARY shall bear all risk of loss of the stock until its delivery to and acceptance by the CONTRACTOR. Thereafter, with respect to any stock in the custody or possession of the CONTRACTOR, the CONTRACTOR shall Bear the risk of loss provided that the CONTRACTOR'S total liability shall not exceed an amount equal to fifteen percent (15%) of the total List Price (Retail) for the loss of damaged stock. Notwithstanding the foregoing, the CONTRACTOR shall incur no liability for inventory shortages of any stock which does not exceed one percent (1%) of the total quantity of the stock warehoused during the year by the CONTRACTOR.

7.0 PAYMENTS AND FEES

7.1 The CONTRACTOR shall deduct as its fees 25 percent of net sales of printed books and materials and 10 percent of net sales of digital books and materials each month, calculated as CONTRACTOR's invoiced amount of LIBRARY's books and materials sold, less credits from returned LIBRARY books and materials. Other amounts to be deducted from CONTRACTOR's payments to the LIBRARY are:

7.1.1 $.02 per unit per month as Contractor's fees for all stock that exceeds one year of sales based on the prior 12 months of sales.

7.1.2 Royalty accounting fees of $250 per month, plus $1,500 for each of two periodic groups ("runs") of royalty statements and payments created each year.

7.1.3 Royalties payable, which are set aside for payments to the author by CONTRACTOR pursuant to the schedule in each author's publishing agreement.

7.1.4 Labor costs at $40 per hour, to be adjusted from time to time on mutual agreement, for mitigating shipments received noncompliant with shipping specifications in Section 6.0, performing or responding to audits requested by LIBRARY or its authors, or for other services requested by LIBRARY but otherwise not included in this Agreement.

7.2 The CONTRACTOR shall, in 90 days from the last day of sales of each monthly Sales Report, pay to the LIBRARY the remittance of Section 7.1 plus or minus certain adjustments (see Section 7.3).

7.3 The CONTRACTOR shall have the right to hold back 15% of the payments owed to the LIBRARY under Section 7.1 for each of the first six (6) months in which payment is due. The payments so held back will be retained as a contingency fund against returns of stock which may create a negative balance. At the end of the six (6) month period, the CONTRACTOR shall pay the amounts held back to the LIBRARY, less all accumulated returns and adjustments. Notwithstanding the foregoing, for the purposes of accounting for the quantity of each title reasonably likely to be returned within one (1) year after the date of sale thereof, the CONTRACTOR reserves the right to withhold a reasonable portion of the LIBRARY'S payment to cover the expected return.

7.4 Payments shall be made to "Los Angeles Public Library" and mailed to the following address:

Business Office
Attention: Madeleine M. Rackley, Business Manager
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 90071

8.0 DEBTS

The CONTRACTOR shall provide facilities to invoice Accounts and collect debts from them. Bad debts are the responsibility of the CONTRACTOR and do not release the CONTRACTOR from its obligations, as set out in Section 7.3, to the LIBRARY

9.0 BAR CODES

The CONTRACTOR agrees to obtain ISBN numbers and print barcodes within required specifications for each Title.

10.0 REMAINDERS/DAMAGE

The CONTRACTOR will identify quantities and titles of remainders/damaged titles and notify the LIBRARY of such. Once the LIBRARY has confirmed the status of such titles, the CONTRACTOR and LIBRARY shall evenly split the proceeds on these sales.

11.0 SALES

The LIBRARY must have a minimum of five books in print and commit to publish one new book each season.

12.0 MISCELLANEOUS

12.1 Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agreed that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

12.2 Binding Nature & Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Contractor may not assign this Agreement or any rights hereunder without the prior written consent of Library.

12.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one Agreement.

12.4 Severability. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

12.5 Waiver. A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be obtained in writing.

12.6 Interpretation. This Agreement shall be construed as if each of the parties drafted it. The section headings and captions used herein are for ease of reference only and shall not define or limit the provision hereof.

12.7 Compliance with Applicable Laws. Contractor shall at all times in undertaking the efforts pursuant to the Agreement comply with all applicable laws, statutes, ordinances, rules and regulations.

13.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Agreements (Rev. 9/22 [V.1]) (Exhibit A).

14.0 TERM OF AGREEMENT

The term of this Agreement shall be from June 11, 2024 through June 10, 2027.

15.0 TERMINATION

After the first two years of the term, the Agreement will continue until the end of the term unless terminated by either party giving to the other six (6) months of notice in writing that this Agreement shall terminate on either the 1st of February or the 1st of August. Whoever initiates termination carries the cost of the transportation of the stock to the other's designated location. Final payment (which may represent the final 3 months of sales) will be made six (6) months after the termination date due to the Contractor's return policy, which allows returns of books up to one year from date of sale.

16.0 OWNERSHIP

All documents and records (hereinafter collectively referred to as "documents") provided by LIBRARY to CONTRACTOR shall remain the property of LIBRARY and must be returned to LIBRARY upon termination of this Agreement or at the request of the LIBRARY. The provisions of this section shall survive the termination of this Agreement.

17.0 AMBIGUITY

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

18.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. LIBRARY and CONTRACTOR shall notify, in writing, the other Party of any changes in the following information within five (5) working days of such change.

CONTRACTOR'S REPRESENTATIVE

Firm:	Gibbs M. Smith, Inc.,
Name:	Brad Farmer
Title:	Chief Executive Officer
Address:	1877 East Gentile St. Layton, Utah 84040
Phone:	(801) 927-2164
Email:	brad.farmer@gibbs-smith.com

LIBRARY'S REPRESENTATIVE

Name:	Susan Broman
Title:	Assistant City Librarian
Address:	630 W. Fifth Street
	Los Angeles, CA 90071
Office:	Administrative Office
Email:	sbroman@lapl.org

Formal notices, demands and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as the date of mailing.

If the name of the person designed 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.

19.0 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 employees or subcontractors are entitled to any City-provided 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 connection 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.

20.0 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.

21.0 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 CONTRACTOR uses subcontractors, CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.

22.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

CONTRACTOR shall refer all inquiries from the news media to LIBRARY, apart those relating only to ACP@LAPL books, shall immediately contact LIBRARY to inform LIBRARY of the inquiry, and shall comply with the procedures of LIBRARY'S Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR'S services hereunder.

23.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

CONTRACTOR will ensure that its employees and subcontractors comply with the requirements of this Agreement.

24.0 CONTINUED REQUIREMENTS

The requirements of Section 22.0 ("Contractor's Interaction with the Media"), and 23.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

25.0 NON-EXCLUSIVE AGREEMENT

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

26.0 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.rampla.org.

27.0 AMENDMENTS TO EXHIBIT A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22 [v.1])

27.1 Section PSC-8 Suspension is deleted and replaced in its entirety with the following new PSC-8:

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall cease, within six months, the services suspended and shall not incur any

additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

27.2 Section PSC-9 Termination is deleted and replaced in its entirety with the following new PSC-9:

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR with** six months of written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

   e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) often percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract due to **CONTRACTOR'S** breach of the Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

27.3 Section PSC-11 Contractor's Personnel is deleted in its entirety.

27.4 Section PSC-19 Intellectual Property Indemnification is deleted in its entirety.

27.5 Section PSC-21 Ownership and License is deleted in its entirety.

27.6 Section PSC-24 Best Terms is deleted and replaced in its entirety with the following new PSC-24:

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR** shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract, in a similar volume as provided under this Contract.

27.7 Section PSC-28 Living Wage Ordinance is deleted in its entirety.

27.8 Section PSC-30 Access and Accommodations is deleted in its entirety.

27.9 Section PSC-36 Iran Contracting Act is deleted in its entirety.

27.10 Section PSC-42 Possessory Interests Tax is deleted in its entirety.

27.11 Section PSC-43 Confidentiality is deleted in its entirety.

28.0 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.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By_____
MAYRA VALADEZ
President
Board of Library Commissioners

Date_____

By_____
BRAD FARMER
Chief Executive Officer
Gibbs M. Smith, Inc.

Date_____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By_____
JOSHUA M. TEMPLET
Deputy City Attorney

Date_____

ATTEST:

By_____
RAQUEL BORDEN
Secretary to the Board

Date_____

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By: _____

Date: _____

EXHIBIT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** toperfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third partywithout prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance ContractualRequirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the 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 **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Gibbs M. Smith, Inc. Date: 03/20/2024

Agreement/Reference: BOOK SALES AND DISTRUBUTION SERVICES RELATED TO ANGEL CITY PRESS AT LAPL

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✓ **General Liability** City of Los Angeles must be named as an additional insured party 1,000,000

☐ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐

___

☐

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Submitted to Claudia Aguilar LAPL 213-228-7563

1) In absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of State of California.

EXHIBIT B

GIBBS SMITH
ENRICHING AND INSPIRING HUMANKIND SINCE 1969

(Updated: June 4, 2024)

SHIPPING AND DELIVERY INSTRUCTIONS:

1. Shipping: (FOB PORT) ACP@LAPL will arrange all shipping from PORT to our 570 N. Sportsplex Drive, Kaysville, Utah 84037 warehouse.
2. CARTON WEIGHT RESTRICTION: No carton to exceed 32 lbs. U.S. Cartons requiring repacking will be charged back labor & supplies for repacking.
3. CARTON SIZE: Shipping cartons must not exceed 12" high X 13" wide when possible.
4. CARTON & PALLET LABELS: CARTON Label on 1 long & 1 short side. PALLET Label on all 4 sides of each pallet. Label design to be approved by Gibbs Smith.
5. CARTONS: All books packed into marked DOUBLE WALL cartons, shrink wrapped and banded onto WOOD pallets.
6. CARTON QUALITY: All cartons must meet or exceed E.C.T. (for corrugated)
    a. EDGE CRUSH TEST … 32 lbs. Per in.
    b. MULLIN BURST TEST (for corrugated) 275 lbs. Per Sq. Ft.
7. CARTON TAPING: All cartons must have shipping TAPE applied to all outside edges for strength.
8. PALLETS: Ship on 100% solid WOOD pallets measuring 40" x 48" that can be lifted from all 4-sides by pallet jack or forklift. Pallet height must not exceed 42" tall including pallet. We do not accept pallets with BLOCK CORNERS made from composite pressed particle board, plywood, plastic or cardboard that can only be lifted from 1 or 2 sides. A charge of US$100 per pallet will be assessed for any pallets that do not meet these requirements.
    a. SPECIAL NOTE: Use only HEAT DRIED solid wood pallets. No 'green' wood pallets.
9. SHIPPING DOCUMENTS: Send (1) complete set of shipping documents to Gibbs Smith.
10. DELIVERY APPOINTMENT REQUIRED: Gibbs Smith, Publisher will only accept deliveries between 8:00 am to 12:00 noon daily. You, your shipper, freight agent, or trucking company must contact Gibbs Smith not less than 48 hrs. in advance of delivery drop off date to schedule a delivery appointment. DELIVERIES WILL NOT BE ACCEPTED WITHOUT a CONFIRMED APPOINTMENT. Trucks arriving unannounced and without an appointment will not be unloaded until the next business day and will be unloaded according to the pre-existing appointment schedule.