

Board of Library Commissioners

Special Meeting

Agenda



Thursday, January 23, 2025
11:30 a.m. or soon thereafter

In Person	Via Zoom
<p>Los Angeles Public Library Board of Library Commissioners Central Library Board Room - 4th Floor 630 W. 5th Street Los Angeles, CA 90071</p>	<p>Join Zoom Meeting: https://lapl.zoom.us/j/81012967148 or Dial: (669) 444-9171 Meeting ID: 810 1296 7148 Passcode: 729749</p>

1. Roll Call

2. All Agenda Items Comment Period

An opportunity for the public to address the Commission on **agenda items** will occur after the roll call. Members of the public who wish to speak on agenda items will have up to one (1) minute per agenda item, up to a total of three (3) minutes.

Any person who is compensated to monitor, attend or speak at this meeting of the Board of Library Commissioners is required by City law (Los Angeles Municipal Code § 48.01 et seq.) to register as a lobbyist and report your activity to the City Ethics Commission.

Public Comments on agenda items can also be submitted in writing to the Board Office via email at **libcommission@lapl.org** or by phone **(213) 228-7530** by **4 p.m.** on the day before the meeting, or during the meeting by accessing the link provided above.

3. City Librarian's Reports:

Discussion Item(s):

Exhibit A

Recommendation to approve Memorandum of Understanding with the Department of Water and Power for the use of the Palisades Branch Library parking lot as a distribution site to provide bottled water to wildfire victims.

4. Adjournment

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

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Sign language interpreters, communication access real-time transcription (CART). To ensure availability, you are advised to make your request at least 72 hours prior to the meeting. For Sign Language Interpreters it 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 by email at libcommission@lapl.org or by phone at (213) 228-7530.

Información en Español del Título II de la Acta Americana de Discapacidades: La Ciudad de Los Ángeles no discrimina a personas con discapacidades y acomoda a la personas para asegurar igualdad de acceso a programas, servicios y actividades. Los servicios de interpretación en Español están disponibles pero deben ser solicitados con un mínimo de 72 horas de anticipación, en todas las juntas de la comisión, llamando al (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 removal of any person(s) from the Commission meeting who fails to observe the rules of decorum.

Reglas de Comportamiento: Personas que se dirigen a la Comisión no deben gritar, amenazar o usar lenguaje abusivo, ni causar desorden o actuar de manera que interrumpa la sesión. Se le dará un aviso y a la discreción de la Comisión será removida la personas que no siga las reglas de la sesión.

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

Para más información en Español acerca de esta junta puede llamar a la oficina de la Comisión de la Biblioteca de Los Angeles (213) 228-7530.

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

January 23, 2025

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR LICENSE BETWEEN THE LIBRARY DEPARTMENT AND THE LOS ANGELES DEPARTMENT OF WATER AND POWER TO ACCESS AND USE THE PACIFIC PALISADES BRANCH LIBRARY

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the Memorandum of Understanding, substantially in the form attached, between the Library Department (Library) and the Department of Water and Power (LADWP) for access and use of the Palisades Branch Library as a distribution site to provide bottled water to wildfire victims.
2. Issue a revocable license to the LADWP to use the Pacific Palisades Branch Library as described in the Memorandum of Understanding.
3. Authorize the City Librarian and City Attorney to make technical changes to the Memorandum of Understanding.
4. Authorize the President and Secretary of the Board of Library Commissioners to execute the Memorandum of Understanding.
5. Adopt the attached Resolution regarding the Memorandum of Understanding between the Library and LADWP.
6. Authorize the City Librarian or his designee to administer the executed Memorandum of Understanding.

B. BACKGROUND:

1. As a result of the recent wildfires, the LADWP requests the use of the Pacific Palisades Branch Library to establish a community aid water distribution center to disseminate bottled water to wildfire victims.
2. The LADWP will provide these services at the sole expense of the LADWP.

3. The term of the proposed Memorandum of Understanding will be one year or until LADWP's completion of the proposed activities. The term may be extended by mutual written agreement between the Library and LADWP.

Attachments

Project Manager: Eloisa Sarao, Director of Facility Planning and Maintenance
Prepared by: Claudia Aguilar, Senior Management Analyst
Reviewed by: Susan Broman, Assistant City Librarian

RESOLUTION

LIBRARY RESOLUTION NO. 2025- (C-)

WHEREAS, the Los Angeles Department of Water and Power requests the use of the Pacific Palisades Branch Library to establish a community aid water distribution center to disseminate bottled water to wildfire victims:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the Memorandum of Understanding between the Library Department and the Los Angeles Department of Water and Power to access and use the Pacific Palisades Branch Library as a distribution site to provide bottled water to wildfire victims; 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:

**Memorandum of Understanding for License
Between
The Library Department
and
Los Angeles Department of Water and Power**

The Library Department (LAPL) issues this revocable license to the Los Angeles Department of Water and Power and its contractors (Licensee or LADWP) to access and use the Palisades Branch Library as a distribution site to provide bottled water to wildfire victims as described below and subject to the following terms and conditions:

Premises

This MOU applies to the Palisades Branch Library, 861 Alma Real Drive, Pacific Palisades, CA 90272, a map of which is attached as Exhibit A, which is owned by the City of Los Angeles and controlled by LAPL (Premises).

Grant of License

LAPL grants a non-exclusive license authorizing LADWP to do the following, at the sole expense of LADWP:

- Establish a community aid water distribution center on the Premises to disseminate bottled water to wildfire victims.
- Provide public access to the water distribution center from 8:00 a.m. to 6:00 p.m., seven days per week.
- Construct a fence around the perimeter of the Premises, the location, scope, and details of which are subject to prior written approval by LAPL.
- Store materials on the Premises in support of the above-described activities, such as tables, chairs, portable restrooms, E-Z Up canopies, and related supplies.
- Store vehicles of LADWP staff and contractors who are performing the above-described activities in the parking lot of the Premises.
- Allow LADWP staff and their contractors performing the above-described activities to access the Premises 24 hours per day, seven days per week.

Term

The term of this MOU shall be one year or until LADWP's completion of the above-described activities, whichever is sooner, commencing on the date of the last required signature below. The term may be extended by mutual written agreement between LAPL and LADWP.

LAPL may terminate this MOU at any time, for any reason, by providing LADWP with ten days of written notice. Upon receipt of written notice of termination, LADWP shall return the Premises to its original condition and discontinue all activities permitted under this MOU.

LAPL's Concurrent Access to and Use of Premises

LADWP shall at all times cooperate fully with LAPL employees and contractors in the performance of their duties on or related to the Premises.

In no event shall LAPL be responsible or liable to LADWP for any inconvenience, disturbance, or other damage to LADWP by reason of the performance by LAPL of any

activities or work in, upon, above or under the Premises, or for bringing materials, tools, and equipment in, through, above, or under the Premises, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

Condition of Premises

LAPL makes no warranties whatsoever regarding the condition of the Premises. LADWP has inspected the Premises and found it suitable for LADWP's purposes.

LADWP Obligations

LADWP shall maintain the Premises in an orderly condition, including the protection of those existing facilities that will not be impacted by its activities under this MOU.

LADWP shall take all necessary steps to ensure safety and shall comply with any/all federal, state, and local laws, ordinances, rules and regulations with respect to its activities on the Premises, including, without limitation, activities regarding the use and operation of equipment. LADWP shall employ sufficient number of qualified staff for its activities on the Premises and shall ensure the protection and warning of any member of the public that could be in the area of the Premises.

LADWP is responsible for any damages or repairs caused by LADWP's activities on the Premises.

The dispensing or consumption of alcoholic beverages shall not be permitted on the Premises.

LADWP will provide LAPL the contact information of DWP staff onsite at the Premises.

LADWP will notify LAPL upon completion of its activities on the Premises.

Financial Responsibility

Concerning any claims that may arise as a result of the approved use of the Premises, it is understood that LADWP is self-insured. LADWP and its contractors shall ensure that any of LADWP's contractors obtain and keep in force during the term of this MOU insurance coverage acceptable to LAPL.

Except to the extent attributable to the active negligence or willful misconduct of LAPL, LADWP undertakes and agrees to promptly pay, reimburse, cover, and/or otherwise be financially responsible to LAPL for, any and all costs arising in any manner by reason of, or incidental to, the performance of this MOU on part of LADWP and/or their contractor or subcontractor of any tier. Such costs shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever (including for death or injury to any person, including LADWP's employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties. Notwithstanding the above, LAPL shall not be responsible in any way, to anyone, for LADWP's use of the Premises.

Ratification

At the request of LADWP, and because of the urgent need to provide the services described in this MOU to those affected by the recent fire in the Pacific Palisades, LADWP may have begun performance of services required hereunder prior to the

execution of this MOU. By its execution hereof, LADWP hereby accepts that such services are subject to all of the terms, covenants, and conditions of this MOU.

Reservations and Limitations

LAPL and LADWP expressly acknowledge and agree that this MOU is not a lease and does not create or convey to LADWP any interest in the Premises, and that LADWP is entitled to use the Premises solely for the purposes herein provided and subject to the terms and conditions of this MOU.

This MOU and the license granted herein may not be assigned or sublicensed.

Restoration and Final Inspection

LADWP shall restore all LAPL property that is damaged, moved, or altered as a result of its activities on the Premises to its original condition, including the removal of all garbage, litter, and debris. Said restoration shall take place immediately upon the conclusion of said activities and/or the revocation of this MOU and such restoration shall be performed to the satisfaction of the LAPL General Manager (City Librarian) or his designee. Upon completion of the activities, LADWP shall contact LAPL to arrange a final LAPL inspection the Premises. LADWP shall be responsible for any unreasonable wear or tear caused to the Premises and the surrounding premises, and any damage to equipment, including any costs incurred to clear or repair the same.

Modifications; Delegation to City Librarian

Should LADWP desire a modification to this MOU, such as an extension of the term or the addition of activities to be performed, LADWP shall submit a request for said modification in writing to LAPL.

The Board of Library Commissions delegates authority to the City Librarian to consider and grant the various approvals referenced by and/or within the scope this MOU, including the potential modifications described above.

Party Representatives

Los Angeles Public Library

Susan Broman
Assistant City Librarian
T: (213) 228-7515
E: sbroman@lapl.org

Los Angeles Department of Water and Power

Tom De Smet
Director of Facilities Services
T: (213) 367-7306
C: (213) 694-2602
E: tom.desmet@ladwp.com

(Signature page to follow.)

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

DEPARTMENT OF
WATER AND POWER OF
THE CITY OF LOS ANGELES

JANISSE QUINONES
Chief Executive Officer and Chief
Engineer

By signing below, the signatory attest that they have no personal, financial, beneficial, or familiar interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

Date _____

By _____
ADRIANA RUBALCAVA
Director of Real Estate

Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date _____

By _____
RAQUEL BORDEN
Secretary to the Board

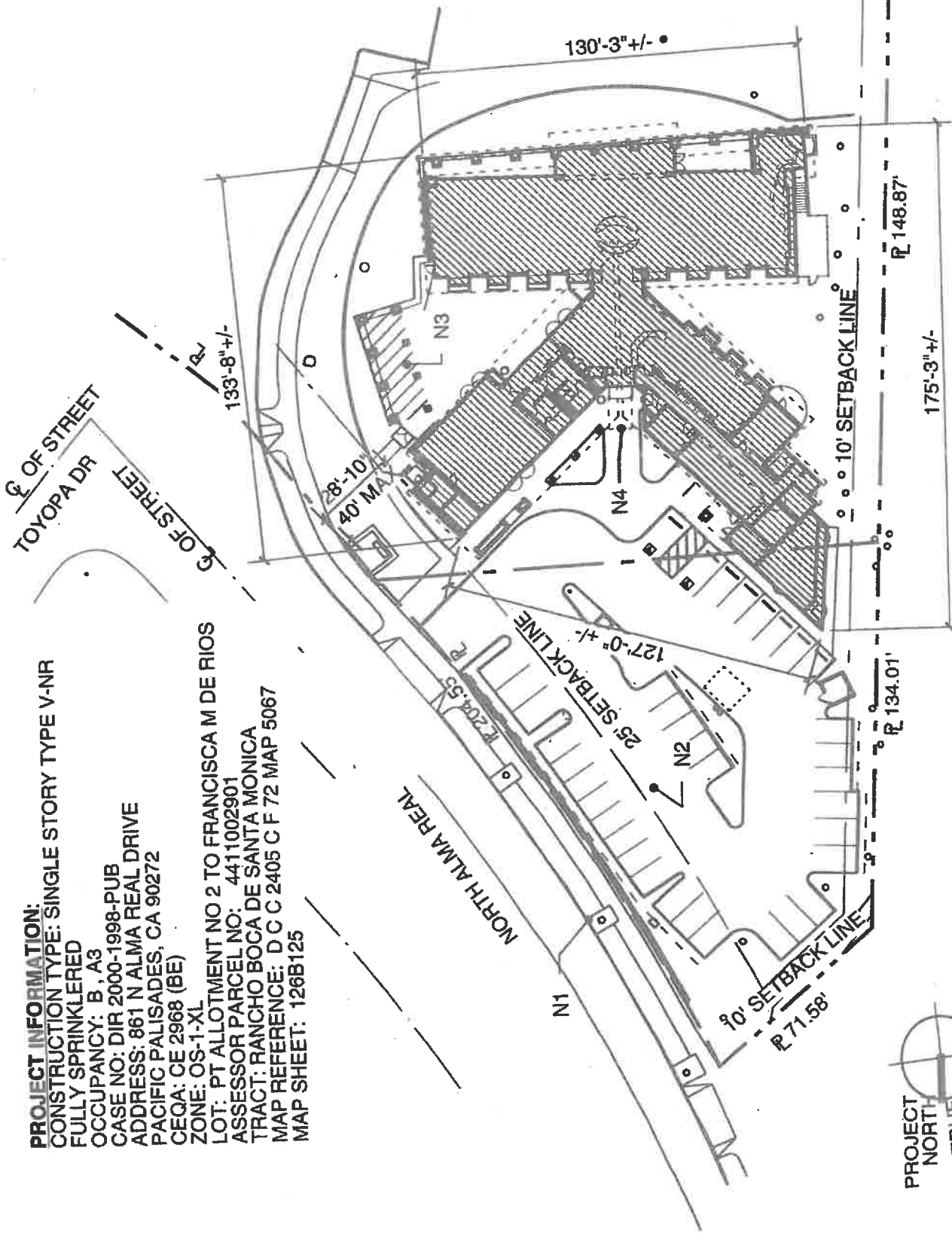
Date _____

NOTES

1. WORK IN PUBL WAY UNDER SEPARATE PERMIT
2. SITE DEMOLIT UNDER SEPAF PERMIT
3. TRELLIS UNDI SEPARATE PE
4. SIGNAGE UND SEPARATE PE
5. SEPARATE PE FOR TRENCH/ EXCAVATION 5 FEET WHER WORKER DESCENDS (A REQ'D)

SYMBOLS

- EXTENT
- PROPEI
- SETBAC



PROJECT INFORMATION:
 CONSTRUCTION TYPE: SINGLE STORY TYPE V-NR
 FULLY SPRINKLERED
 OCCUPANCY: B, A3
 CASE NO: DIR 2000-1998-PUB
 ADDRESS: 861 N ALMA REAL DRIVE
 PACIFIC PALISADES, CA 90272
 CEQA: CE 2968 (BE)
 ZONE: OS-1-XL
 LOT: PT ALLOTMENT NO 2 TO FRANCISCA M DE RIOS
 ASSESSOR PARCEL NO: 4411002901
 TRACT: RANCHO BOCA DE SANTA MONICA
 MAP REFERENCE: D C C 2405 C F 72 MAP 5067
 MAP SHEET: 126B125

PLOT PLAN

SCALE : 1" = 50'-0"