

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 11, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE
LOS ANGELES DEPARTMENT OF TRANSPORTATION TO PROVIDE
ELECTRIC VEHICLE SUPPLY EQUIPMENT CHARGERS**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the Memorandum of Understanding (MOU), substantially in the form on file in the Board Office, with the Department of Transportation (LADOT) for the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) Grant to install 16 Level 2 Electric Vehicle Supply Equipment (EVSE) chargers at four Library locations.
2. Authorize the City Librarian and City Attorney to make technical and clerical corrections, if needed, to the MOU.
3. Authorize the Board President and Board Secretary to execute the MOU between the Library and LADOT.
4. Adopt the attached Resolution regarding the MOU for the CARB STEP Grant to install 16 EVSE chargers at four Library locations.

B. FINDINGS:

1. On June 4, 2020, the California Air Resources Board (CARB) issued a notice of funding availability for a Sustainable Transportation Equity Project (STEP) grant program to address community residents' transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation.
2. On August 19, 2020, City Council authorized LADOT to apply for a CARB STEP grant to install electric vehicle car share stations and charging facilities throughout South Los Angeles, subsidize micro mobility and electric bicycle access, implement an electric vehicle neighborhood shuttle, and develop a mobility wallet to distribute sustainable transportation subsidies (Council File No. 20-1041).
3. LADOT and LAPL propose to use CARB STEP grant funding to install 16 Level 2 Electric Vehicle Supply Equipment (EVSE) chargers at no cost to the Library. LADOT will oversee the design, installation and maintenance

which will be performed through the use of an existing City contract with Shell Recharge Solutions and the Department of General Services (GSD) Construction Forces Division (CFD).

4. In accordance with Charter Section 530(b), Board approval is required to alter Library grounds. Staff requests that the Board approve the MOU between the Library and LADOT to provide 16 Level 2 EVSE chargers at four Library locations, currently identified as: (1) Ascot Branch Library; (2) Hyde Park Miriam Matthews Branch Library; (3) Junipero Serra Branch Library; and, (4) Vernon – Leon H. Washington, Jr. Branch Library.
5. Approval of the MOU and the installation of the EVSE chargers will help achieve the Green New Deal Sustainable City pLAN 2019 and ensure that municipally deployed electric vehicle chargers are distributed equitably, with a focus on underserved and disadvantaged neighborhoods.
6. The MOU has been reviewed by the City Attorney and is ready to be processed.

Attachments

Project Manager: Eloisa Sarao, Director of Facility Planning and Maintenance

Prepared by: Robert Morales, Senior Management Analyst (Retired)

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

RESOLUTION

LIBRARY RESOLUTION NO. 2023-__ (C-__)

WHEREAS, on June 4, 2020, the California Air Resources Board (CARB) issued a notice of funding availability for a Sustainable Transportation Equity Project (STEP) grant program to address community residents' transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation;

WHEREAS, on August 19, 2020, City Council authorized the Department of Transportation (LADOT) to apply for a CARB STEP grant to install electric vehicle car share stations and charging facilities throughout South Los Angeles, subsidize micro mobility and electric bicycle access, implement an electric vehicle neighborhood shuttle, and develop a mobility wallet to distribute sustainable transportation subsidies (Council File No. 20-1041);

WHEREAS, LADOT proposes to use CARB STEP grant funding to install 16 Level 2 Electric Vehicle Supply Equipment (EVSE) chargers at four Library locations at no cost to the Library;

WHEREAS, LADOT will oversee the design, installation and maintenance which will be performed through the use of an existing City contract with Shell Recharge Solutions and the Department of General Services (GSD) Construction Forces Division (CFD);

WHEREAS, in accordance with Charter Section 530(b), approval of the Board of Library Commissioners (Board) is required to alter Library grounds. Staff requests that the Board approve the Memorandum of Understanding (MOU) between the Library and LADOT to provide 16 Level 2 EVSE chargers at four Library locations, currently identified as: (1) Ascot Branch Library; (2) Hyde Park Miriam Matthews Branch Library; (3) Junipero Serra Branch Library; and, (4) Vernon – Leon H. Washington, Jr. Branch Library;

WHEREAS, approval of the MOU and the installation of the EVSE chargers will help achieve the Green New Deal Sustainable City pLAN 2019 and ensure that municipally deployed electric vehicle chargers are distributed equitably, with a focus on underserved and disadvantaged neighborhood:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the MOU with LADOT for the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) Grant to install 16 Level 2 EVSE chargers at four Library locations;

FURTHER RESOLVED, that the City Librarian and City Attorney are authorized to make any technical and clerical changes, if needed, to the MOU with LADOT; and,

FURTHER RESOLVED, that the Board President and Board Secretary are authorized to execute the MOU with LADOT.

This is a true copy:

NEXT PAGE: MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND THE
DEPARTMENT OF TRANSPORTATION
FOR THE
CALIFORNIA AIR RESOURCES BOARD
SUSTAINABLE TRANSPORTATION EQUITY PROJECT GRANT**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Los Angeles Library Department (Los Angeles Public Library or Library) and the City of Los Angeles Department of Transportation (LADOT) regarding the installation of 16 Level 2 Electric Vehicle Supply Equipment (EVSE) chargers at four Library locations at no cost to the Library. The Library and LADOT may also be referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, on June 4, 2020, the California Air Resources Board (CARB) issued a notice of funding availability for a Sustainable Transportation Equity Project (STEP) grant program to address community residents’ transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation;

WHEREAS, on August 19, 2020, City Council authorized LADOT to apply for a CARB STEP grant to install electric vehicle car share stations and charging facilities throughout South Los Angeles, subsidize micro mobility and electric bicycle access, implement an electric vehicle neighborhood shuttle, and develop a mobility wallet to distribute sustainable transportation subsidies (Council File No. 20-1041);

WHEREAS, LADOT proposes to use CARB STEP grant funding to install 16 Level 2 EVSE chargers at four Library locations at no cost to the Library;

WHEREAS, LADOT will oversee the design, installation, and maintenance, which will be performed through the use of an existing City contract with Shell Recharge Solutions and the Department of General Services (GSD) Construction Forces Division (CFD); and LADOT will be responsible for payments to all contractors, subcontractors, and other agencies involved in this project;

WHEREAS, in accordance with Charter Section 530(b), approval of the Board of Library Commissioners (Board) is required to alter Library grounds. On May 11, 2023, the Board approved this MOU (Library Resolution No. 2022-__ [C-__]); and

WHEREAS, the installation of the 16 Level 2 EVSE chargers at four Library locations will help achieve the Green New Deal Sustainable City pLAN 2019 and ensure that municipally deployed electric vehicle chargers are distributed equitably, with a focus on underserved and disadvantaged neighborhoods.

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

1.0 DOCUMENTS

This MOU shall be composed of the following documents:

- I.1 The MOU.
- I.2 Scope of Work, which is attached as Exhibit A.
- I.3 STEP Grant Agreement, which is attached as Exhibit B.

2.0 ORDER OF PRECEDENCE

This MOU 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 MOU. Resolution of any conflicting provisions in the documents constituting this MOU shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The MOU.
- 2.2 Scope of Work (Exhibit A).
- 2.3 STEP Grant Agreement (Exhibit B).

3.0 TERM OF MOU

The term of this MOU shall be from the date of execution and shall expire on March 31, 2026, unless terminated earlier by either Party pursuant to Section 4 ("Termination") of this MOU.

4.0 TERMINATION

In the event that any Party is in default of their obligations pursuant to this MOU, the non-defaulting Party may send notice to the Party in default describing the default and the actions required to cure.

If the defaulting Party fails to cure the default within thirty (30) days after notice, or fails within thirty (30) days after notice to commence action necessary to cure the default, if longer than thirty (30) days is reasonably required to cure the default, then the performing Party may terminate this MOU by providing written notice to all Parties.

At no time during the term of this MOU or after expiration of this MOU shall the Library be financially liable in any manner for any goods or services in relation to this MOU.

5.0 PURPOSE OF MOU

The purpose of this MOU is to establish the responsibilities of the Parties in the Project set forth in Section 6.0 ("Project Overview") and in Exhibit A ("Scope of Work").

Neither Party may assign this MOU, or any part thereof, without the written consent of the other Party's duly authorized representative(s). Any assignment without such written consent shall be void and unenforceable. The covenant and agreements of this MOU shall insure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and/or assignees.

6.0 PROJECT OVERVIEW

6.1 Install 16 Level 2 Electric Vehicle Supply Equipment (EVSE) chargers at four Library locations at no cost to the Library, hereinafter referred to as "Project". Additional information regarding the Project is provided in Exhibit A ("Scope of Work").

6.2 The Library has approved the following locations:

- A. Ascot Branch Library
120 West Florence Ave
Los Angeles, CA 90003
- B. Hyde Park - Miriam Matthews Branch Library
2205 West Florence Ave
Los Angeles, CA 90043
- C. Junipero Serra Branch Library
4607 South Main Street
Los Angeles, CA 90037
- D. Vernon – Leon H. Washington, Jr. Branch Library
4504 South Central Avenue
Los Angeles, CA 90011

6.3 Any change to the locations in Section 6.2 above shall be at the Library's discretion, and the City Librarian is authorized to issue written approval of such change.

7.0 LADOT RESPONSIBILITIES

The following shall be the responsibilities of LADOT:

7.1 Ensure all funding is secured and make all payments due to contractors, subcontractors, vendors, and other agencies (e.g., GSD CFD) involved in this Project, which may include direct and indirect labor costs, overhead, goods, equipment, and services.

7.2 Bear the cost of all internal LADOT expenses in connection with the Project, which may include direct and indirect labor costs, overhead, goods, equipment, and services.

7.3 Attend all coordination meetings in connection with the Project.

- 7.4 Host a bi-monthly STEP partners meeting.
- 7.5 Coordinate activities and communicate with the Library to ensure the success of the Project.
- 7.6 Provide Library with all information necessary complete and submit quarterly project status reports, including completion of the California Climate Investments (CCI) employment reporting spreadsheet
- 7.7 Ensure all contractors and subcontractors adhere to applicable federal, state, and municipal laws and regulations, and obtain and maintain necessary insurance as required by the City Risk Manager.

8.0 LIBRARY RESPONSIBILITIES

The following shall be the responsibilities of the Library:

- 8.1 Bear the cost of all internal Library expenses in connection with the Project, which shall only include direct and indirect Library staff labor costs.
- 8.2 Provide access to contractors, subcontractors, and other agencies (e.g., GSD CFD) for site inspection, site preparation, reconnaissance, and construction activities in connection with the Project.
- 8.3 Coordinate activities with contractors, subcontractors, and other agencies that are necessary for the Project.
- 8.4 Coordinate activities with LADOT to ensure the success of the Project.
- 8.5 Review and approve a maintenance plan acceptable to the City Librarian.
- 8.6 Provide access, coordination, and oversight to LADOT contractors and subcontractors for maintenance, warranty, and software issues.
- 8.7 Coordinate activities necessary to submit EVSE data to LADOT on a quarterly basis.
- 8.8 Provide LADOT with quarterly project status reports, including completion of the California Climate Investments (CCI) employment reporting spreadsheet, subject to the requirements of Section 7.6 of this MOU.
- 8.9 Ensure a Project Representative attends bi-monthly STEP partners meetings hosted by LADOT.
- 8.10 Assume all utility (electrical) costs related to the operation of the EVSE chargers.

9.0 MOU PROJECT 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 LADOT shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

LADOT'S PROJECT REPRESENTATIVE

Name: Vanessa Bulkacz
Title: Management Analyst
Address: 100 S. Main Street, 10th Floor (MS 725)
Los Angeles, CA 90012
Phone: (213) 667-7289
Email: vanessa.bulkacz@lacity.org
CC: shirin.sadrpour@lacity.org

LIBRARY'S PROJECT REPRESENTATIVE

Name: Janet Lavilles
Title: Management Analyst
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7463
Email: jlavilles@lapl.org
CC: esarao@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 designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this MOU, within five business days of such change.

10.0 AMBIGUITY

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

11.0 INSURANCE

LADOT shall ensure that all necessary insurance is obtained and maintained by all contractors and/or subcontractors in connection with the Project. LADOT shall ensure a copy of all contractors' and/or subcontractors' insurance is on file in accordance with City Risk Management policies.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
SELETA J. REYNOLDS
General Manager
Department of Transportation

Date _____

Date _____

ATTEST:

By _____
RAQUEL BORDEN
Commission Executive Assistant

Date _____