

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

September 14, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO CONTRACT C-143807 WITH CASALENA FOR AFTER-HOURS USE OF THE WOODLAND HILLS LIBRARY PARKING LOT**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the First Amendment substantially in the form on file with Estate 1519, Inc. dba Casalena, Contract No. C-143807 executed on July 26, 2023, to extend the Hours of Operation to 12:00 AM daily and allow modifications to the Hours of Operation in writing, at the discretion of the City Librarian or designee.
2. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contract.
3. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
4. Adopt the attached Resolution regarding the approval of the amendment to the contract to lease the Woodland Hills Parking Lot.

B. FINDINGS:

1. On April 27, 2023, the Board approved the release of a Request for Bids for the Woodland Hills Library Parking Lot to lease the parking lot located at 22200 Ventura Boulevard, Woodland Hills, CA 91364 for use after Library operating hours (Library Resolution No. 2022-29 [C-23]). On June 22, 2023, the Board approved the award of the Woodland Hills Parking Lot Bid to Estate 1519, Inc. dba Casalena.
2. Library staff requests that the Board approve the First Amendment to the contract with Estate 1519, Inc. dba Casalena to extend the Hours of

Operation to 12:00 AM daily and authorize the City Librarian or designee to approve additional modifications to the Hours of Operation.

3. The First Amendment has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

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

Prepared by: Yuri Phaneuf, Management Assistant

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

RESOLUTION

September 14, 2023

LIBRARY RESOLUTION NO. 2023-__ (C-)

WHEREAS, on June 22, 2023, the Board of Library Commissioners (“Board”) awarded the contract for After-Hours Use of the Woodland Hills Library Parking Lot (RFB) to Estate 1519, Inc. dba Casalena (Library Resolution No. 2023-__ [C-__]); and

WHEREAS, the aforementioned contract was executed on July 26, 2023; and defined “Hours of Operation”, during which the Lot was to be available for use by Estate 1519, Inc. dba Casalena, as 8:00 PM to 10:00 PM Monday through Thursday, 6:00 PM to 10:00 PM on Friday and Saturday, and 12:00 PM to 10:00 PM on Sunday, except during times where the Lot is being used for City- or Library-sponsored events; and

WHEREAS, on August 14, 2023, Estate 1519, Inc. dba Casalena requested to extend the Hours of Operation to 12:00 AM daily; and

WHEREAS, Library staff have requested to grant the City Librarian or designee authority to approve additional modifications to the Hours of Operation:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian’s Board Report and approves the first amendment to the contract with Estate 1519, Inc., dba Casalena, to extend the Hours of Operation of the Woodland Hills Library Parking Lot; and

FURTHER RESOLVED, that the Board authorize the City Librarian or designee be authorized to agree in writing to further modifications to the Hours of Operation; and

FURTHER RESOLVED, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and

FURTHER RESOLVED, that the Board authorizes the Board President and the Board Secretary to execute the contract upon completion of all required approvals.

This is a true copy:

Raquel M. Borden
Secretary to the Board

Adopted by the following votes:

AYES:
NOES:
ABSENT:

FIRST RESTATED AND AMENDED CONTRACT NUMBER C-143807

between

THE LOS ANGELES PUBLIC LIBRARY

and

ESTATE 1519, INC. DBA CASALENA

THIS FIRST RESTATED AND AMENDED CONTRACT ("Contract" or "Agreement") is made and 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 Estate 1519, Inc. dba Casalena (hereinafter "Contractor"). The Library and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Library desires to lease the Woodland Hills Library parking lot located at 22200 Ventura Boulevard, Woodland Hills, CA 91364, which contains 43 spaces with ingress and egress through a single driveway on San Feliciano Drive;

WHEREAS, on April 27, 2023, the Board approved the release of a Request for Bids for the After-Hours Use of the Woodland Hills Library Parking Lot (RFB);

WHEREAS, on April 28, 2023, the RFB was released with a proposal due date of May 26, 2023;

WHEREAS, on May 2, 2023, Addendum No. 1 to the RFB was released. It included a notice that the Business Inclusion Program had been waived and removed the “mandatory” status of the Pre-Bid Conference. The Pre-Bid Conference was held on May 10, 2023. On May 26, 2023, the Library received one bid;

WHEREAS, on May 24, 2023, the Contractor submitted a bid. Library staff reviewed the bid and found the bid to be responsive to the RFB submittal requirements;

WHEREAS, on June 22, 2023, the Board approved the award of a contract with the Contractor for the After-Hours Use of the Woodland Hills Library Parking Lot;

WHEREAS, “Hours of Operation”, during which the Lot was to be available to the Contractor, were defined as 8:00 PM to 10:00 PM Monday through Thursday, 6:00 PM to 10:00 PM on Friday and Saturday, and 12:00 PM to 10:00 PM on Sunday, provided the Lot was not being utilized for a Library- or City-sponsored event;

WHEREAS, on August 14, 2023, the Contractor requested to extend the hours of operation from 10:00 PM to 12:00 AM daily;

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

- 1.1. The Contract, including revisions made to section 5.1 Hours of Operation.
- 1.2. Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- 1.3. The Request for Bids for the After-Hours Use of the Woodland Hills Library Parking Lot (RFB) issued on May 2, 2023, as revised by Addendum No. 1, which is attached and incorporated by reference as Exhibit B.
- 1.4. Remittance Advice Form, which is attached and incorporated by reference as Exhibit C.

2.0 ORDER OF PRECEDENCE

This Contract contains the full and complete Contract 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 Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFB (Exhibit B).
- 2.4 Remittance Advice Form (Exhibit C).

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

4.0 TERM OF CONTRACT

The term of this Contract shall begin upon the date of execution and extend until one year after original contract was executed, with two one-year options to renew at the discretion of the City Librarian, or designee.

5.0 PERMISSION TO USE LOT

In consideration of the payment of fees and subject to all terms, covenants, and conditions of this Contract, the Library hereby grants the Contractor the non-exclusive right to use the Woodland Hills Library Parking Lot ("Lot").

The Lot is located at 22200 Ventura Boulevard, Woodland Hills, CA 91364, with ingress and egress through a single driveway on San Feliciano Drive.

5.1 Hours of Operation:

The Contractor shall be allowed to use the Lot during the following hours of operation in accordance with the following terms and conditions:

Monday through Thursday	8:00 PM to 12:00 AM
Friday and Saturday	6:00 PM to 12:00 AM
Sunday	12:00 PM to 12:00 AM

Contractor and its customers, vendors, subcontractors, agents, and employees will not be allowed to park, self-park, or valet park in the Lot at any time the Woodland Hills Library is open for business or during a Library- or City-sponsored event.

Additional changes to the Hours of Operation may be enacted with the written approval of the City Librarian or designee and Contractor.

5.2 Number of Parking Spaces:

There are currently 43 parking spaces on the Lot. The Library does not guarantee any number of parking spaces will be available at all times. There will be no reduction in lease payments due to non-availability of parking spaces. The number of vehicles allowed to be parked shall be equal to the number of available parking spaces and shall not exceed 43 vehicles at any time.

5.3 Operating Responsibilities:

- A. The Contractor shall be responsible for communicating the terms and conditions of this Contract to ensure compliance by its customers, vendors, agents, and employees.
- B. The Contractor shall be responsible for enforcing the terms and conditions of this Contract and shall immediately address and resolve any potential or actual violations of the terms and conditions by its customers, vendors, subcontractors, agents, or employees.
- C. Contractor may only use the Lot during the Hours of Operation. Contractor may only use the Lot as a parking lot. No other use is authorized. For example, Contractor may not sublease or allow any other use of the Lot, including, but not limited to, by any film or television production company, or any other media company, or its agents, employees, talent, contractors or subcontractors. Nor may Contractor allow the Lot to be used for events, the staging of events, or for the storing of equipment or vehicles.
- D. Self-parking is not allowed on the Lot, and the Contractor must have a valet on the Lot at all times during Hours of Operation.
- E. Employees or subcontractors of the Contractor on the Lot must wear uniforms that clearly identify them as employees of the Contractor. No employee of the Contractor shall infer or imply any affiliation with the Library or the City of Los Angeles, other than as a contractor.
- F. Any use of a subcontractor to provide valet parking services must be approved by the Library and such subcontractor shall be bound by the same terms and conditions as the Contractor.
- G. Shuttle bus/van services will not be allowed to park in or enter the Lot.

- H. The Contractor shall address any parking violations and other regulatory and law enforcement actions taken against its customers, vendors, agents, and employees, and consequences thereto (e.g., towing).
- I. The Contractor shall be responsible for the overall security and conduct of its customers, vendors, agents, and employees while on the Lot. Prohibited conduct includes the consumption of food or drinks, loud and boisterous behavior, profane or obscene language, loud music, fighting or other altercations, the use of alcohol or illegal substances, smoking of any kind, and any other illegal, illicit, or improper behavior.

5.4 Maintenance of Lot:

- A. The Contractor shall be responsible for the maintenance and cleaning of the Lot during and after each use. This includes sweeping and trash removal.
- B. The Contractor shall secure and lock the Lot gates after each use with the color-coded master lock provided by the Library.
- C. The Contractor shall immediately report any property damage, damage to vehicles, or personal injuries that occur on Library property to the Library Representative identified in Section 13 of this Contract.
- D. The Contractor shall reimburse the Library for any damage caused by its customers, vendors, agents, or employees.

5.5 Use In Compliance with Law:

The Contractor shall not use the Lot or allow the Lot to be used, in whole or part, in violation of any present or future laws, ordinances, rules, or regulations of any public or governmental authority, or agencies, or departments or officers thereof, including but not limited to the City and Library.

6.0 PAYMENT TO LIBRARY

- 6.1 The Contractor shall pay the Library \$24,000 per contract year in twelve equal amounts of \$2,000 per month (Monthly Payments).
- 6.2 Monthly Payments are due on the fifth of each month (Ex. Payment for May is due on May 5th). Late Fees shall apply in accordance with Section 7.0 (“Late Fees”) of this Contract.
- 6.3 Monthly Payments shall be accompanied with a completed and signed Remittance Advice Form (Exhibit C) and delivered to:

Los Angeles Public Library
Attention: Eloisa Sarao (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

- 6.4 The Library shall not be liable for any costs incurred by the Contractor for use of the Lot.
- 6.5 All payments by the Contractor shall be in the form of a check drawn on any bank that is a member of the Los Angeles Clearing House Association, which check is made payable to the order of the Los Angeles Public Library.

7.0 LATE FEES

- 7.1 Each payment postmarked or hand-delivered to Library after the fifth of the month shall be considered late and subject to a Late Fee equal to ten percent of the overdue payment. This Late Fee shall be included in the completed and signed Remittance Advice Form (Exhibit C), along with the Monthly Payment and any additional amounts owed to Library.
- 7.2 The Parties agree that such late payment will cause Library to incur costs and expenses not contemplated by this Contract, the exact amounts of which are extremely difficult to ascertain, and that such Late Fee represents a fair estimate of costs and expenses Library would incur by reason of Contractor's late payment.
- 7.3 The acceptance of late payments and/or Late Fee payments by the Library shall not be deemed as a waiver of any breach of contract by the Contractor and shall not prevent the Library from exercising any other right or remedy available to it.
- 7.4 Any Monthly Payment or additional charges or other sums owing to the Library under this Contract not paid within thirty days of the due date shall bear interest at the rate of twelve percent per annum, or the maximum rate allowed by law, whichever is less, until paid, in addition to any Late Fees.
- 7.5 The Library shall have the right to suspend this Contract until all sums owing to the Library have been received and processed by the Library. The Library retains the right to terminate this Contract should the Contractor fail to make any payments to the Library.

8.0 SECURITY DEPOSIT

- 8.1** The Contractor shall provide the Library with a security deposit in the amount of two times the Monthly Payment prior to the commencement of operations.
- 8.2** The Contractor shall provide the security deposit in the form of a check drawn on any bank that is a member of the Los Angeles Clearing House Association, which check is made payable to the order of the Los Angeles Public Library.
- 8.3** The security deposit shall be returned to the Contractor, less any monies owed to Library, within 30 days of termination of the Contract.

9.0 USE OF LOT BY LIBRARY

The Library may use the Lot during the Hours of Operation for up to 18 hours per month, without any reduction in Contractor's payment due under the Contract. The Library shall provide the Contractor with 14 business days of notice in advance of the Library's use of the Lot during Hours of Operation. Such use by the Library shall be exclusive, and Contractor shall not use or be present in the Lot during such time.

10.0 OWNERSHIP

All documents and records provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

11.0 AMBIGUITY

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

12.0 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. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name: John Makhani
Title: President
Address: 22160 Ventura Blvd.
Woodland Hills, CA 91364
Mobile: (310) 704-6623
Telephone: (818) 704-1185

LIBRARY'S REPRESENTATIVE

Name: Eloisa Sarao
Title: Director of Facility Planning and Maintenance
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7461
Email: esarao@lapl.org

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

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 Contract, within five business days of such change.

13.0 INDEPENDENT CONTRACTOR

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its employees or subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract 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.

14.0 RETENTION OF RECORDS

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made to the City hereunder, the expiration date of this Contract, or the termination date of this Contract, 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 Contract or within the 48 months following the final payment made to the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

15.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Contract. Even

if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Contract.

16.0 CONFIDENTIALITY

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

The Contractor agrees that both during and after the term of this Contract, the City’s Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

17.0 CONTRACTOR’S INTERACTION WITH THE MEDIA

The Contractor shall refer all inquiries from the news media relating to this Contract or the Contractor’s services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City’s Public Affairs staff regarding any communication with the news media relating to this Contract or the Contractor’s services hereunder.

18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that all of its subcontractors are aware of and comply with the requirements of Sections 16.0 (“Confidentiality”) and 17.0 (“Contractor’s Interaction with the Media”).

19.0 CONTINUED REQUIREMENTS

The requirements of Sections 16.0 (“Confidentiality”), 17.0 (“Contractor’s Interaction with the Media”), and 18.0 (“Requirements Apply to all Subcontractors”) survive termination of the Contract.

20.0 NON-EXCLUSIVE CONTRACT

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

21.0 BORDER WALL BID DISCLOSURE

The Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” The Library may terminate this Contract at any time if the Library determines that the 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.

22.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract 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 Contract.

(SIGNATURE PAGE TO FOLLOW)

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

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
JOHN MAKHANI
President
Estate 1519, Inc. dba Casalena

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____