

**EXHIBIT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u> .....	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u> .....	1
PSC-3	<u>Time of Effectiveness</u> .....	1
PSC-4	<u>Integrated Contract</u> .....	2
PSC-5	<u>Amendment</u> .....	2
PSC-6	<u>Excusable Delays</u> .....	2
PSC-7	<u>Waiver</u> .....	2
PSC-8	<u>Suspension</u> .....	3
PSC-9	<u>Termination</u> .....	3
PSC-10	<u>Independent Contractor</u> .....	5
PSC-11	<u>Contractor's Personnel</u> .....	5
PSC-12	<u>Assignment and Delegation</u> .....	6
PSC-13	<u>Permits</u> .....	6
PSC-14	<u>Claims for Labor and Materials</u> .....	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	6
PSC-16	<u>Retention of Records, Audit and Reports</u> .....	6
PSC-17	<u>Bonds</u> .....	7
PSC-18	<u>Indemnification</u> .....	7
PSC-19	<u>Intellectual Property Indemnification</u> .....	7
PSC-20	<u>Intellectual Property Warranty</u> .....	8
PSC-21	<u>Ownership and License</u> .....	8
PSC-22	<u>Data Protection</u> .....	9

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>PSC-45</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>

**Exhibit 1** Insurance Contractual Requirements..... **16**

## 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 time 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** to perfect, 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 party without 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 Contractual Requirements 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](http://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](http://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.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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 \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

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

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B – SAMPLE CONTRACT

### AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND **NAME OF ORGANIZATION** STRATEGIC PLAN CONSULTANT

**This Agreement** 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 **NAME OF ORGANIZATION** (hereinafter “Contractor”). Library and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties”.

**WHEREAS**, the previous strategic plan for the period 2015-2020 for the Library was approved by the Board of Library Commissioners (Board) on January 8, 2015 (Library Resolution No. 2015-**XX [C-XX]**);

**WHEREAS**, the Library now requires the professional services of a qualified consultant to oversee the process and guide staff in the development of an updated comprehensive strategic plan for the Library;

**WHEREAS**, on **MONTH XX**, 2023, the Board approved the release a Request for Proposals for a Strategic Plan Consultant (RFP) to find a qualified consultant to oversee the process and guide staff in the development of a comprehensive strategic plan for the Library;

**WHEREAS**, on **MONTH XX**, 2023, the RFP was released and a Mandatory Pre-Proposal Conference was held on **MONTH XX, 20XX**. On **MONTH XX, 20XX**, the Library received **X** proposals;

**WHEREAS**, Library staff reviewed the proposals and found the proposals to be responsive to the RFP submittal requirements. An evaluation panel of Library employees evaluated the proposals and Contractor received the highest overall score;

**WHEREAS**, on **MONTH XX, 20XX**, the Board approved the award of an Agreement with Contractor for the development of a comprehensive strategic plan for the Library, with a term of one year with two one-year options to renew at the discretion of the City Librarian, or designee, in an amount not to exceed \$100,000 per fiscal year (July 1 – June 30). No minimum amount of work or compensation is guaranteed; and;

**WHEREAS**, on **MONTH XX, 20XX**, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees;

**WHEREAS**, funds are available in the Library Contractual Services Account 3040 to compensate the selected consultant for services in accordance with this Agreement.

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

- 1.1 The Agreement.
- 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 Proposals for a Strategic Plan Consultant (RFP) issued on **MONTH XX**, 2023, which is attached and incorporated by reference as Exhibit B.
- 1.4 Contractor's response to the RFP, which is attached and incorporated by reference as Exhibit C.

**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 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFP (Exhibit B).
- 2.4 Contractor's response to the RFP (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 AGREEMENT**

The term of this Agreement shall be for one year with two one-year options to renew at the discretion of the City Librarian, or designee, and shall begin upon the date of execution.

**5.0 SCOPE OF WORK**

- 5.1 Contractor shall provide Strategic Plan Consulting services to the Library as described in Exhibit B of this Agreement.
- 5.2 Contractor shall provide Strategic Plan Consulting services to the Library as described in Exhibit C of this Agreement.

## **6.0 PAYMENT**

Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The total contract amount shall not exceed \$100,000 per fiscal year (July 1 – June 30). No minimum amount of work or compensation is guaranteed.

## **7.0 BILLING AND INVOICES**

**7.1** Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

**7.2** To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- a. Name and address of Contractor
- b. Name and address of City Department being billed (Library Department)
- c. Date of invoice and period covered
- d. Agreement Number or Authority Number
- e. Description of completed task and amount due for task
- f. Remittance address

**7.3** All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

**7.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library  
Attention: Lauren Skinner (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

**7.5** Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**8.0 OWNERSHIP**

All documents and records 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 article shall survive the termination of this Agreement.

**9.0 AMBIGUITY**

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

**10.0 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 working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name:

Title:

Address:

Mobile:

Telephone:

**LIBRARY'S REPRESENTATIVE**

Name:  
Title:  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-XXXX  
Email: [XXXX@lapl.org](mailto:XXXX@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 Agreement, within five business days of such change.

**11.0 INDEPENDENT CONTRACTOR**

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

**12.0 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 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 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.

**13.0 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 Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

**14.0 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 Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information (“Confidential Information”).

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

**15.0 CONTRACTOR’S INTERACTION WITH THE MEDIA**

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

**16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 14.0 (“Confidentiality”) and 15.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Agreement.

**17.0 CONTINUED REQUIREMENTS**

The requirements of Sections 14.0 (“Confidentiality”), 15.0 (“Contractor’s Interaction with the Media”), and 16.0 (“Requirements Apply to all Subcontractors”) survive termination of the Agreement.

**18.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that Contractor providing services to 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 Agreement, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

**19.0 BORDER WALL BID DISCLOSURE**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” Library may terminate this Contract at any time if Library 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](http://www.rampla.org).

**20.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

*(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 \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
NAME  
Title  
Company Name

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_


Date: \_\_\_\_\_

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

**ATTACHMENT C**

**DATE:** March 19, 2020

**TO:** ALL CITY DEPARTMENT HEADS

**FROM:** Shannon Hoppes, Chief Procurement Officer  
Mayor's Office of Budget and Innovation 

**Subject:** Electronic Signature Policy

**Purpose and Scope**

This Citywide Electronic Signature Policy shall be implemented by all City Offices and Departments to promote efficiency, improve productivity, reduce waste, and ensure convenient and timely access to City services. This Policy furthers the City's goals to reduce the consumption of paper and the storage of paper documents.

This Policy establishes where electronic signature technology may replace a wet/manual signature, with the objective of promoting the use of paperless, electronic documents whenever appropriate and allowed by law and/or ordinance. This Policy applies to all signatures used in processing various City documents and assumes the City signer has been granted the authority to sign.

To the fullest extent permitted by law, the City accepts electronic or scanned signatures as legally binding and equivalent to wet/manual signatures.

**Policy**

This Policy applies to contracts, documents and/or forms requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the goal of this Policy to encourage the use of electronic or scanned signatures in all internal and external activities, documents, forms, and transactions where it is operationally feasible to do so, where existing technology permits, where it is efficient to do so, and in otherwise appropriate activities based on the Department's preferences in consultation with the City Attorney's Office. In such situations, affixing an electronic or scanned signature to the document in a manner consistent with this Policy shall satisfy the City's requirements for signing a document.

Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as a contract executed with an original ink signature. Departments may use electronic signatures to execute all City contracts and related documents, provided the electronic signatures are appropriate, available, and comply with applicable laws.

The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, forms, documents or other electronic means of a copy of an original signed contract.

The terms "digital signature" and "electronic signature" may sound similar. However, a digital signature is a specific type of electronic signature that uses cryptography technology. In the event Departments feel that federal, state, or municipal law requires a

digital signature, Departments should seek the advice of the City Attorney's Office. Very few City documents will require digital signatures, and an electronic signature will be sufficient.

### Types of Documents Permitted for Electronic and Scanned Signature

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney's Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

- |   |                    |
|---|--------------------|
| a) Memos, forms, board letters and other correspondence | Electronic/Scanned |
| b) Contracts  | Electronic/Scanned |
| c) Certificates and permits                             | Electronic/Scanned |
| d) Notarized document                                   | Scanned            |

Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe).

### Definitions

**Awarding Authority** is any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

**Contract** is any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

**Digital Signature** is a specific signature technology implementation of electronic signature that uses cryptography [i.e. Public Key Infrastructure (PKI) technology to issue digital certification] to provide additional proof of the identity of the signer and integrity of a document. PKI technology is accepted by the California Secretary of State for digital signatures created by public entities. As noted above, digital signatures will not be required for most City contracts, documents, or forms.

**Electronic Record** is a record created, generated, sent, communicated, received, or stored by electronic means.

**Electronic Signature** is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature.

**Electronic Transaction** is a transaction conducted or performed, in whole or in part, by electronic means or electronic records

**Public Key Infrastructure (PKI)** is a set of roles, policies, hardware, software and procedures needed to create, manage, distribute, use, store and revoke digital certificates and manage public-key encryption.

**Scanned Signature** is a manual signature that has been placed on a document that has been scanned into an electronic record.

**Signature** is a mark or sign (including a full name, initial, or identifying) made by an individual on an instrument or document to signify knowledge, approval, acceptance, or obligation.

Exhibit D

LOS ANGELES PUBLIC LIBRARY  
STRATEGIC PLAN 2015-2020

Creating  
**Opportunity**

Building  
**Community**

Inspiring  
**Innovation**

[www.lapl.org](http://www.lapl.org)

“Los Angeles is a city of new beginnings. And whether people are just starting out or completely starting over, more than any other place in the city, people start at the Los Angeles Public Library.”



# A Message from the City Librarian

The Los Angeles Public Library has long served as a trusted and valued civic institution, a bridge that helps people travel from where they are to where they want to be.

So it's no coincidence that after an economic downturn Angelenos would turn to the Library to create a better future for Los Angeles. In 2011, Angelenos voted overwhelmingly to restore the library's hours of operation and to expand services, collections and technology.

To learn how the library could best use the new resources and help create—in Mayor Eric Garcetti's words—"a safe, prosperous and livable Los Angeles" we asked Angelenos to tell us about their needs and desires. We asked what the library could do to help them make a better life.

And the people of Los Angeles answered. By email, phone, focus groups and hundreds of hand-written notes. Through more than 11,000 responses, Angelenos spoke of opportunity. They told us the library is where they go to take a first step or to take it to the next level: to get a good job, to get healthy, to get citizenship, to get inspired.

We listened. "Creating Opportunity, Building Community, Inspiring Innovation: Los Angeles Public Library Strategic Plan 2015-2020" is our response to the trust and hope placed in the library. It's how we fulfill our promise to the people of Los Angeles.

The plan builds on citywide strengths such as the abundant creative capital that exists here and the immigrants who bring to the city their talents and vitality. It directly addresses a


multitude of citywide challenges such as illiteracy and school dropout rates. And its goals advance Mayor Garcetti's "Back to Basics" priority outcomes, reflecting what's most important to Los Angeles.

The Strategic Plan would not have been possible without the library staff, a group of extremely dedicated people who serve Angelenos on a daily basis and contribute enormously to our city's culture of innovation and excellence.

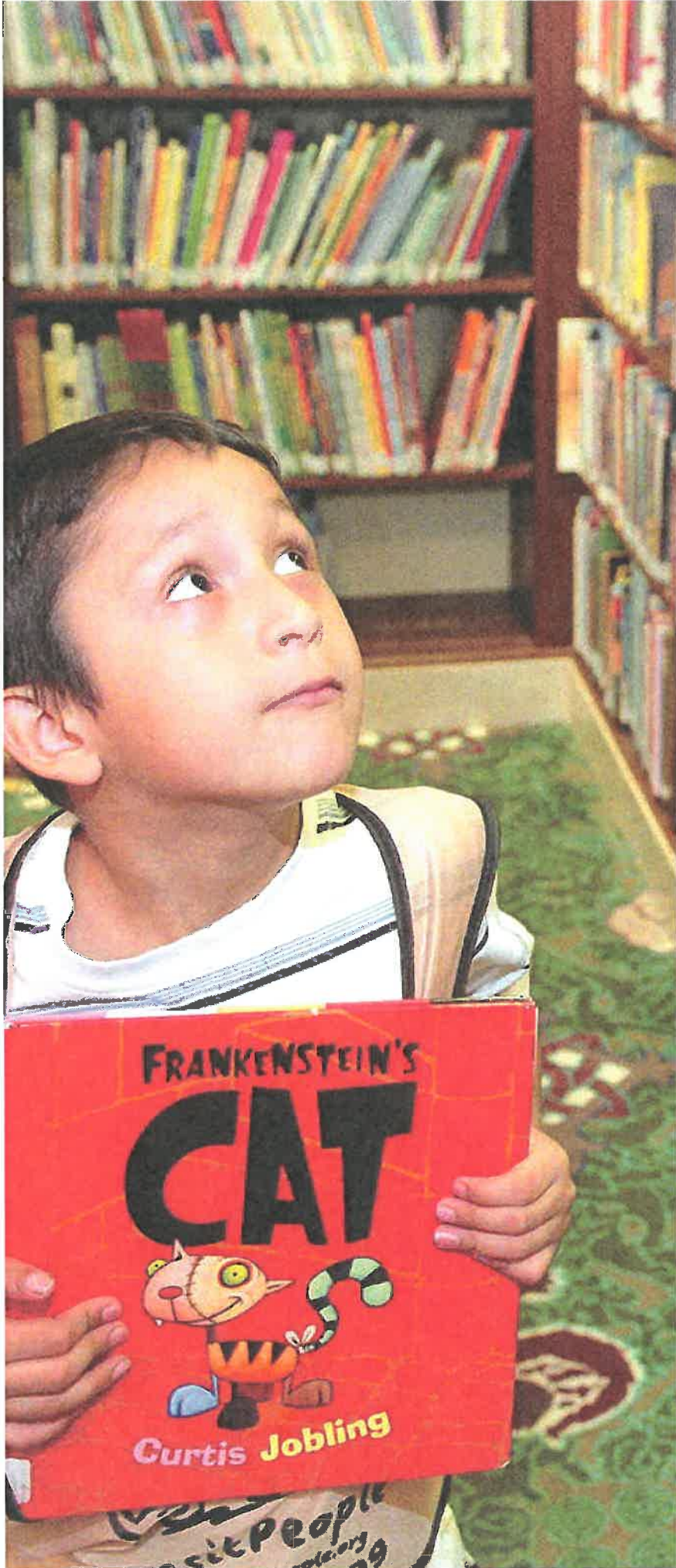
The success of the Strategic Plan depends on all of us. It is through creatively partnering with community organizations, businesses and other city departments that the library will enhance its ability to serve and provide equitable access to all Angelenos. It is also essential that the library enhance the marketing and promotion of its services and programs.

It's my hope that this Strategic Plan is a reflection of your dreams for yourself, your family and your community. The Strategic Plan is the library's way of making good on a promise, and giving everyone the resources they need to start the next chapter of their lives.

Sincerely,



John F. Szabo, City Librarian



## Dreaming Big

This is an unprecedented time of opportunity and innovation for the library. With the passage of Measure L, we are building on the library's proud tradition of excellence and we will offer enhanced programs, outstanding collections, robust technology, an expanded digital presence and increased opportunities for connection within and between communities.

With their votes and their voices, the people of Los Angeles have told us they revere and rely on their library. And they have also told us the need is greater still. We are listening and our commitment is unwavering. The next five years will be a period of expansion, innovation and evolution in which we reach out to and meet the needs of record numbers of Angelenos.

We will continue to look for innovative ways to serve our customers because we know that there is something for everyone at the library. The library is where people go to improve their lives. The library is a center, a magnet, a spark—and an invitation for all of us in Los Angeles to create opportunity, build community and inspire innovation.



## contents

<b>Community. Opportunity. Innovation.</b> Los Angeles Public Library	<b>3</b>
<b>Engaging and Listening</b> Strategic Planning Process	<b>5</b>
<b>The Future Starts Here</b> Goals, Key Activities and Objectives	<b>7</b>

“The library provides a level of social, cultural and educational services unmatched by any other public institution in Los Angeles.”





## community. opportunity. innovation.

### **Los Angeles Public Library**

Los Angeles is a city of new beginnings. It's where people from all over the world come to realize their dreams. And whether they're just starting out or completely starting over, more than any other place in the city, people start at the Los Angeles Public Library.

The library's 73 locations serve the largest population of any public library system in the United States, yet each branch reflects and celebrates the unique qualities of the community it serves. Responsive to the needs of millions of Angelenos, the library provides a level of social, cultural and educational services unmatched by any other public institution in Los Angeles.

The people of Los Angeles rely on their library and revere it as an essential community resource. In 2010, due to the economic

downturn, the library sustained severe budget cuts, reducing service hours by 28%. Angelenos demonstrated their unwavering support for the library in March 2011, when an overwhelming majority approved Measure L to restore the library's hours of operation and to expand services, collections and technology. They also support it through 68 Friends of the library groups, by serving as one of 5,800 library volunteers and by supporting the Library Foundation of Los Angeles, which raises funds to enhance library programs and services.

The Los Angeles Public Library Strategic Plan 2015-2020, "Creating Opportunity, Building Community, Inspiring Innovation," is the result of engaging with thousands of people and asking what the library can do to help them start the next chapter of their lives.

“The Strategic Plan is the result of engaging with thousands of people and asking what the library can do to help them start the next chapter of their lives.”

### What we've learned

Los Angeles residents throughout the city participated in our telephone survey and here's what we learned:

- **82%**  
visited the Los Angeles Public Library at least once in the last five years
- **25%**  
visit the library at least once a month
- **20%**  
use the library website (LAPL.org) several times a month





## engaging and listening

### **Strategic Planning Process**

To chart our course for the next five years, the library reached out to Angelenos throughout the city. We received ideas and feedback from more than 11,000 people, including key stakeholders, library staff and—most important of all—residents of the city, including both library patrons and people who don't currently use the library.

We used telephone surveys, in-library and online surveys, children's activities, focus groups, a staff survey and direct staff participation to reach as many people as possible. The questions we asked helped us assess current and future needs, influences beyond the library, key themes and the role of technology.

As we pored over the thousands of responses, a picture emerged

of a welcoming, thriving and deeply valued community resource. We received affirmation that the library delivers essential services and programs, and that there is a strong desire for even more. We took the findings from all of our research and together—with input from Angelenos, creative ideas from staff and best practices from other successful libraries—we developed our Strategic Plan.

Distilling feedback from the community, using the library's strong tradition of excellence as a benchmark and Mayor Eric Garcetti's "Back to Basics" priority outcomes as a guide, we identified the goals of the Strategic Plan. While we will launch new and expanded programs and services during the period of this Strategic Plan, we will concentrate



### A day in the life of the Library

- **45,000**  
people visit the Central Library and neighborhood branches
- **4,200**  
use the Wi-fi to connect to the Internet
- **1,700**  
attend a program
- **16,100**  
hours logged on library computers
- **37,000**  
questions answered by staff
- **73,000**  
visits made to the Library's website

on the following Goals to ensure that we provide the best possible access to services, information and resources to the greatest number of Angelenos every day:

- **Cultivate and Inspire Young Readers**
- **Nurture Student Success**
- **Champion Literacy and Lifelong Learning**
- **Contribute to L.A.'s Economic Growth**
- **Stimulate the Imagination**
- **Strengthen Community Connections and Celebrate L.A.**

During the next five years, we will be evaluating our performance, measuring impact, developing action plans and allocating resources to support the library's new and expanded services

—referred to in the Strategic Plan as Key Activities.

To ensure that we are staying on course, we will measure our progress with a set of ambitious yet realistic Objectives.

Each element of the Strategic Plan will guide us in delivering exceptional programs and services that will result in:

- **Collections, both physical and virtual, that meet people's needs**
- **Talented and knowledgeable staff**
- **Welcoming environments**
- **Robust technology**
- **Expanded digital presence**
- **Effective partnerships**



## the future starts here

### **Goals, Key Activities and Objectives**

People borrow items from our collection more than 15 million times a year and we move 40,000 items between libraries daily to meet our patrons' needs. Our 73 libraries also offer more than 18,000 public programs every year.

Despite the vastness of the collections, services and programs, perhaps the most remarkable aspects of the library are the human interactions and moments of connection that happen every day.

There's free homework help, providing students with access to tutors every day. Students stop in, email or even get help via text messaging. Toddlers and parents drop by for storytime programs. Music fan? Angelenos download songs for free, along with videos and podcasts. Mobile phone? We have an app for that. And if someone has a question about

anything—such as how to apply for college financial aid—they simply call the library and staff will get them an answer. Millions of these small miracles are all in a day's work for the library.

Day in and day out, the library is unparalleled when it comes to learning, culture and engagement—consistently responsive to personal and community needs and offering a level of customer service that inspires fervent and lifelong loyalty in our patrons. Still, we want even more Angelenos to experience what the library has to offer. For that reason the library is committed to increase the number of people who use the library services, to increase the number of library card holders and actively promote and robustly market programs and services to increase residents' overall engagement with the library. With the goals of the 2015-2020 Strategic Plan, the library is poised to do all that and more.

# GOAL

## The Library is where you can...

- Attend a story time, sing songs, do finger plays, and create something to take home
- Take home books, movies and music to enjoy with your family
- Listen to a story anytime, using a computer or mobile device
- Watch animated talking picture books in English, Spanish or French
- Learn to read using computers or other interactive technologies
- See a story come to life on a tablet

## cultivate and inspire young readers

No other public institution can match the power of the library to capture the imagination and stimulate the minds of young children. These first visits to the library mark the beginning of a lifelong relationship and establish critical building blocks upon which all future learning will depend.

This is why LAPL provides programs and resources to cultivate the love of reading in children eager to explore the world around them. They can't wait to visit the library and they don't want to leave—because it's brimming with wonderful things just for them.

There are millions of children's books, music albums and movies, as well as fun, neighborhood-based activities for families who speak Spanish, Chinese, Korean, Tagalog, Armenian, English or other languages popular in the city's diverse communities. There are cozy nooks designed to encourage caregivers and children to read, play and learn together.

Library staff is readily available to expertly assist in locating just the right story, whether it's in a picture book, on a tablet or available as a downloadable e-book.

Each of the library's extensive rosters of early childhood offerings—from *Hora de Cuentos* bilingual storytelling to *Evening Pajama Storytime*—fosters literacy

skills and instills in children the joy and excitement of learning.

Annually, tens of thousands of children delight in the library's exemplary *STAR* (Story Telling And Reading) program, which brings children and adults together from diverse cultural, ethnic and economic backgrounds.

The library's multilingual *We Read Together* early literacy workshops educate parents and caregivers about the connection between reading to children in their early years, and their future academic and personal achievement—and teach methods that help them prepare young children to succeed in school.

Everyday, in neighborhoods throughout Los Angeles, many of the city's youngest enter a library. Cradled by caregivers, perched in the lap of a parent or sitting cross-legged in a circle, these tiny Angelenos fall in love with books, stories and learning.



## key activities

Develop a community-based early literacy program to give new parents resources and books to prepare their children for school success and a lifelong love of reading.

Enable and empower library staff to use digital technologies to encourage early literacy skills.

Create interactive learning spaces for children and their parents.

Expand the *Story Telling And Reading (STAR)* program, bringing children and adults together from diverse cultural, ethnic, and socioeconomic backgrounds to share in the joy of reading.

Offer early literacy workshops for parents and caregivers, teaching them methods to help young children develop skills they will need to succeed in school.

Teach parents and caregivers to use technology to encourage early literacy skills.

Create an interactive web portal for parents and caregivers with information about child development, suggested reading lists, story times, and videos that model singing, finger plays, flannel boards and reading aloud.

Actively promote the programs and services for young readers.

# 86%

of Angelenos surveyed consider the Los Angeles Public Library important to them and their families.

## objectives

- 1-1** The number of attendees participating in pre-school programs will increase from 50,000 in 2014 to 60,000 in 2020.
- 1-2** The circulation of early literacy materials will increase from 1,000,000 in 2014 to 1,250,000 in 2020.
- 1-3** Annually, 90% of parents or caregivers surveyed will rate the library's services for young children as very good or excellent.
- 1-4** Annually, 90% of parents and caregivers surveyed will rate the early literacy workshops they attended as very good or excellent.
- 1-5** The new web portal for parents and caregivers will attract at least 50,000 visitors annually.

## GOAL

# 2

### The Library is where you can...

- Attend a workshop to learn how to improve your SAT scores
- Work with a tutor online to get help with a homework assignment
- Use a computer in the Student Zone to do research or prepare your report
- Volunteer and share your knowledge with other students who need help with their homework
- Find what you need for homeschooling
- Ensure that your children keep their reading skills strong when school is out by enrolling them in the library's summer reading clubs

## nurture student success

More than one out of four students do not graduate from high school in Los Angeles. The library's innovative and responsive programs prepare students to succeed in school and teach them an important lesson as well—the library is a helpful, welcoming place they can rely on and return to throughout their lives.

The library is committed to supporting students from kindergarten to grade 12 in their quest to succeed at school. Collections, services, spaces and technology all complement the learning that happens at school and offer essential support after school hours.

The library's collection includes millions of print and digital materials for elementary, middle school and high school students. At library locations throughout Los Angeles, students can use computers and printers for free. There are quiet spaces where they can study, as well as inviting areas designed expressly for group collaboration such as home schooling sessions.

A student who is struggling with an assignment or preparing for a test can talk online with a live tutor every day, in all grades and all subjects. This homework help is accessible from any computer, phone or mobile device via the library's website. The library's online Research & Homework Gateway offers information on dozens of popular topics and is available 24 hours a day, seven days a week.

Library staff are available to guide students, teaching them valuable research skills and helping them locate accurate, reliable information on everything from math to mythology. The library's Student Smart program offers test preparation, test-taking strategies, practice tests, college workshops, study skills and financial aid workshops—all provided free of charge.

The library partners with teachers, in and out of the classroom, offering study guides, reading lists and in-school presentations to help bring topics alive. Through the library's website, teachers can send "assignment" alerts about topics students may be coming to the library to research. The library operates the city's largest after school program and Summer Reading Clubs, designed to help students retain what they learned during the school year, and continue to learn while school is out.



## key activities

Increase homework and educational support for students in partnership with the L.A. Unified School District and other organizations to enhance the community's efforts to have every child read at grade level and improve the high school graduation rate.

Strengthen skills through digital learning environments that support effective, collaborative and connected learning.

Provide SAT training for students through *Student Smart* programs that include free test prep, practice tests, college prep workshops, study skills and financial aid workshops.

Offer online tutors to help students with homework, skills building and test preparation.

Initiate a homework help volunteer program to offer coaching or tutoring for students.

Make it easier for students to find library resources by creating a new web portal.

Actively promote programs and services to students.

# 91%

of Angelenos surveyed believe it is important to offer free programs that help children and teens read at grade level.

## objectives

- 2-1** The number of students using the online tutoring service will increase from 27,000 in 2014 to 40,000 by 2020.
- 2-2** Annually, 90% of students surveyed will rate the library's homework help services as very good or excellent.
- 2-3** Annually, 90% of students surveyed who participate in *Student Smart* workshops will rate the workshops as very good or excellent.
- 2-4** The library's new homework help website for students K-12 will attract 100,000 students annually.

# GOAL 3

## The Library is where you can...

- Learn to use mobile devices to access the library's online media resources
- Take your first step on the path to U.S. citizenship by visiting a library Citizenship Corner or enrolling in a citizenship workshop
- Go back in time or travel to distant lands with streaming videos, films, music and books that take you to places you could not otherwise visit
- Select from more than 1,000 online classes and learn at your own pace
- Become a literacy volunteer and help someone discover the joy of reading or gain employment
- Enhance your technology skills by taking a class or receiving one-on-one assistance from library staff

## champion literacy and lifelong learning

Everyone can enhance skills, expand horizons and explore new worlds at the library. It is a place of new beginnings. From aspiring screenwriters to first-time voters, the library's vast collection of books, music, films and courses can satisfy curiosity, as well as open doors to a new and better life.

The library offers abundant resources for recent immigrants, English language learners and people who want to improve their reading and writing skills. There are adult literacy centers in 21 libraries throughout the city, each with extensive resources and trained literacy staff and volunteers. English courses are available online and via mobile apps for speakers of Spanish, Chinese, Japanese, Korean, Arabic and Russian.

English speakers can learn dozens of languages through the library's print collections and online courses including Spanish, French, Italian, Mandarin, Cantonese, Arabic, Korean, Russian and Tagalog.

The library's collection includes books, magazines and films in more than 30 languages, as well as staff who specialize in world languages and cultures.

The staff also has deep expertise in a wide variety of subjects such as genealogy, patents and technology, just to name a few—and delight customers of all ages with personalized recommendations. Staff regularly post reviews and recommendations on library blogs about popular topics such as foreign films or the latest bestseller.

The library offers more than 1,000 online courses led by expert instructors in subjects such as business, gardening and psychology. These online resources include e-books containing study materials and online interactive practice exams that cover language skills, academics, civil service, real estate and more.

The Los Angeles Public Library is the first public library in the nation to offer adults the opportunity to earn an accredited high school diploma and career certificate through the Career Online High School. Through online classes and in-person support at libraries throughout the city, the program helps adults continue their education and prepare to enter the workforce or advance in their career.

The library champions learning as a lifelong pursuit. Events and workshops take place every day, for all age groups, supporting the needs and interests of communities throughout the city. Major offerings range from *Health Happens at the Library* with its health and well-being resources and assistance with the Affordable Care Act to *Money Matters* which offers guidance on financial planning, money management and financial literacy, to *2 Young 2 Retire!*, a planning program for seniors.

Wherever they are coming from and wherever they're going, people turn to the library as a trusted, invaluable resource.



## key activities

Expand adult literacy offerings and adapt emerging online adult literacy tools to serve Los Angeles' multicultural, multilingual communities.

Increase the number of library cardholders.

Encourage participation in civic life by providing services that help people establish citizenship, register to vote and make informed voter choices.

Contribute substantively to the overall health and wellness of communities by engaging in effective partnerships, providing health programs and information, and offering programs that address specific health disparities in the city's neighborhoods.

Help Angelenos use their mobile devices to access new and emerging technologies.

Recognize the accomplishments of online learners and those who participate in library-sponsored online classes by awarding digital badges or other forms of recognition.

Create a multilingual "Welcome to Los Angeles" web portal with information about the library, government services, and social services of interest to new immigrants and those whose first language is not English.

Develop offsite mobile delivery of innovative library services.



# 82%

of Angelenos surveyed think it's important to offer a digital training center where people of all ages can learn to use new technologies.

## objectives

**3-1** The number of learners accessing online instruction will increase from 1,000 learners in 2014 to 5,000 in 2020.

**3-2** Annually, 90% of the people surveyed who attend a library-sponsored citizenship workshop will rate it as very good or excellent.

**3-3** Annually, 90% of the people surveyed who attend a financial literacy program will rate it as very good or excellent.

**3-4** The number of views on the library's financial literacy portal will increase from 5,000 in fiscal year 2014 to 25,000 in fiscal year 2020.

**3-5** Annually, 90% of the people surveyed who attend a health program will rate it as very good or excellent.

**3-6** Increase the number of library card holders from 1.2 million in 2014 to 2 million in 2020.

GOAL

# 4

## The Library is where you can...

- Learn to write a business plan and start your own business
- Attend a class designed to help you improve your interview skills
- Create a powerful resume that highlights your experience and skills
- Get help using the library's resources to find a job
- Make that brilliant idea of yours come alive by learning how to patent it and bring it to market

## contribute to L.A.'s economic growth

When it comes to finding a job or building a business, the library is the go-to place for learning new skills, honing your skills and learning about new career possibilities. The library is a starting place and a second home for all those seeking a new career path.

The library ensures that Angelenos have the services, tools and skills they need to pursue good job opportunities. Throughout the city and online, the library offers courses with modules ranging from word processing and résumé formatting, to managing career change and salary negotiations.

Additionally, the library is committed to helping people nurture and grow their businesses with a full suite of resources. Here, entrepreneurs and business owners have access to print and web-based resources, as well as programs and referrals designed to help them in every phase from incubating a business to growing it.

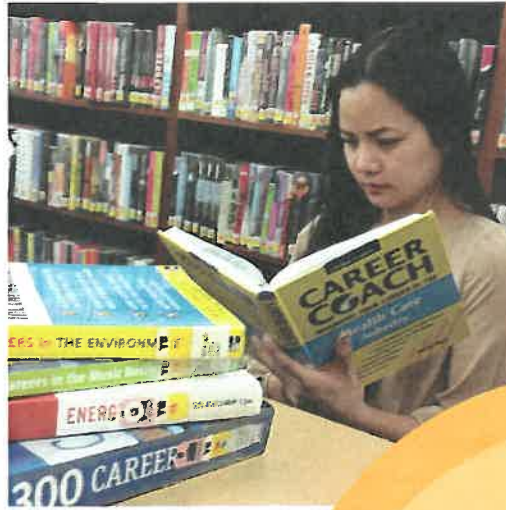
Responding to the growth of digital technology and dedicated to bridging the digital divide, the library offers classes for all age groups and skill levels in computer and mobile device basics, email, and downloading e-books and other online materials.

First-time job seekers, people making career transitions and employers with job opportunities find valuable information about everything

from coping with unemployment to how to dress for success in the library's online *Job Hunting Guide*. It lists more than 200 employment-related websites and resources, and offers referrals to assistance.

To support the financial stability and well being of our communities, the library is helping people improve their financial literacy. The library provides the *Money Matters Financial Resource Guide* in English, Spanish, Chinese and Korean and offers resources and workshops on budgeting, credit, managing money, automobile insurance, home ownership, banking, investing and other topics. The library's actions that help people take control of their personal finances and build their financial literacy are especially important in Los Angeles, which has the nation's largest unbanked and under-banked population.

With the key activities of Goal 4, the library is committed to supporting a skilled and prepared workforce and strengthening the city's economy. This commitment is bolstered by the library's expanded efforts to help launch and maintain strong local businesses.



## key activities

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Offer programs, resources and connections to partner organizations that will help them develop and maintain viable companies.

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Partner with workforce development organizations to offer and promote programs and services that enhance job seeking, language, computer and social media skills.

---

Create a web portal for small businesses.

---

Actively promote programs and services to entrepreneurs and job seekers.

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Expand financial literacy offerings.

---

**87%**

of Angelenos surveyed believe providing free job and career information is important.

## objectives

---

- 4-1** Annually, 90% of the people surveyed will rate the job-related services they received as very good or excellent.

---

- 4-2** The number of people using the library's *Jobs and Careers* web portal will increase from 60,000 in 2014 to 75,000 in 2020.

---

- 4-3** Annually, 90% of the people surveyed will rate the library's new small business web portal as very good or excellent.

---

- 4-4** Annually, 90% of the people surveyed will rate the small business-related program they attended as very good or excellent.

---

GOAL

# 5

## The Library is where you can...

- Hold a family movie night with DVDs borrowed from your neighborhood library or movies streamed from the library's website
- Listen to an audiobook during your commute to work or when you're out jogging
- Take a class to learn how to create your own movies, podcasts or other digital content
- Join a book club and share your opinion of the latest selection
- Discover new authors, music or films you might enjoy
- Download an e-book to your mobile device and enjoy it wherever you are
- Access podcasts of special library programs and the acclaimed ALoud series

## stimulate the imagination

The library is where magic happens. The treasures found here inside books, exhibits, films and other media await discovery by all those seeking inspiration whether they want to explore new worlds of the imagination or to create those worlds themselves.

The library is where stories live. Patrons find *their* stories in the library's growing collection of 6.5 million items including novels, magazines, photos, movies, e-books, podcasts, audiobooks and streaming video. The library's collection offers all Angelenos a chance to learn about their cultural heritage. And its programs and services give them the opportunity to connect with their communities and share this heritage with others.

With the great technological shifts in the way people access information, the role of the library and its staff is more critical than ever. To ensure all customers have the skills to access creative materials—as well as contribute to them—staff now teach customers how to use computers and social media, as well as how to download books, music, podcasts and magazines to their smart phones, e-readers and other devices.

In addition to being a place that people look to for inspiration, the library enables people to generate their own works of imagination. In the *Art for All* program, kids and adults learn from Los Angeles County Museum of Art visiting

artists, and have the workspace and supplies to create their own masterpieces. Robotics course participants build their own robots to battle in a tournament. The *Teen Code Club* invites participants to “bring your brain, your creativity, a laptop and get ready to create a future.”

Because it's located in Los Angeles, the epicenter of digital and mass media story production, the library is dedicated to offering all Angelenos access to these critical communication and creativity tools.

The Library's digital media labs will be places where Angelenos can create animated films, digitize photographs, record podcasts and video blogs—and take classes to learn how to use the equipment and technology.

With the key activities of Goal 5, libraries will continue to shine as creative hotspots.



## key activities

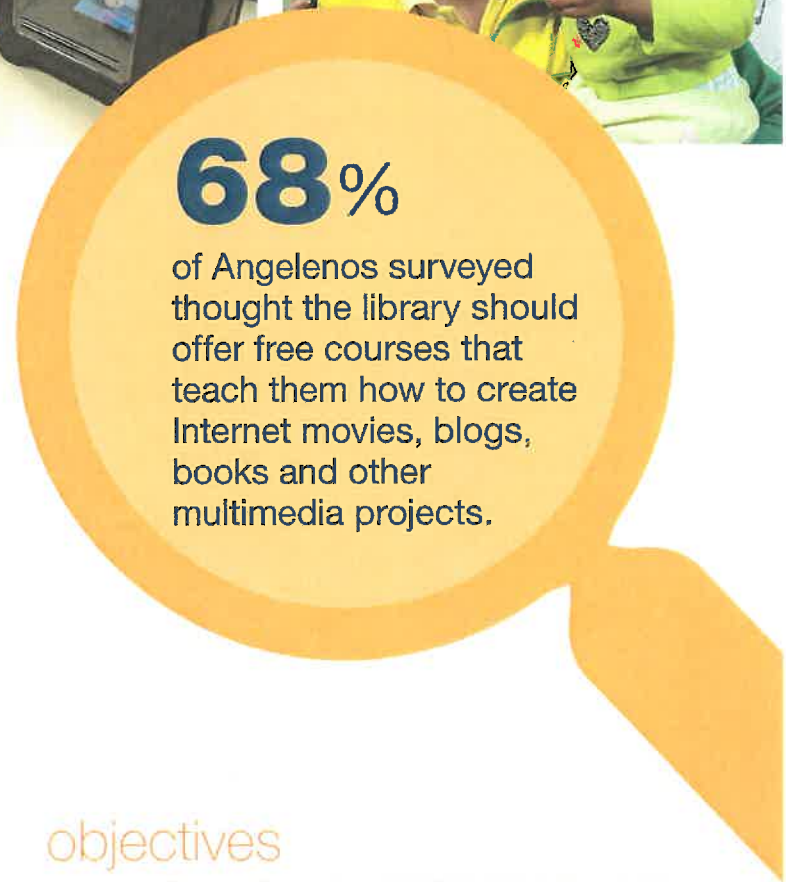
Establish digital media labs and flexible spaces that people can use to create content and learn how to use new and emerging technologies.

Create opportunities for sharing content created by library users.

Engage the creative community of Los Angeles to present partnership-driven programming and to initiate collaborative projects.

Expand the library's mobile applications to enable patrons to engage with the library in new and creative ways.

Actively promote the programs and services.



## objectives

- 5-1** Annually, 90% of the people surveyed participating in the digital media labs will rate their experience as very good or excellent.
- 5-2** By June 30, 2020, the use of library mobile apps will increase from 4,000 users in fiscal year 2014 to 20,000 users in fiscal year 2020.
- 5-3** The number of children and teens participating in STEAM programs will increase from 3,000 in 2014 to 15,000 in 2020.
- 5-4** The circulation of e-media will increase from 2,200,000 in 2014 to 3,000,000 in 2020.

GOAL

6

### The Library is where you can...

- Discover L.A.'s rich cultural diversity by attending cultural programs at your library
- Meet a celebrity or local author
- Discover historic photographs of your neighborhood
- Explore your roots by attending a genealogy class
- Join a conversation circle to improve your spoken English skills
- Attend an art show
- Learn a new craft
- Explore the history of your neighborhood through photos, books and programs
- Make a water-wise or edible garden

## strengthen community connections and celebrate L.A.

It's the library's commitment to strengthening civic literacy and delivering innovative programming that makes it an integral part of the social and cultural tapestry of the city. And it's our in-depth knowledge of and close relationships with the communities of Los Angeles that inspire and inform our Key Activities.

Situated in one of the world's most creative metropolitan areas, the library reflects and taps into the cultural and artistic wealth of the city. Many of the library's 200,000 maps and 3.4 million photographs record the life and history of Los Angeles—and all are available to everyone.

In addition to these resources, the library has a wealth of special collections that we will add to our digitization efforts. The library has established a partnership with the Digital Public Library of America (DPLA) and the California Digital Library and is crafting a Digitization Plan to expand digital collections and make them available to a much larger audience. An ambitious goal of the plan is to engage L.A.'s diverse communities and have them participate in the Library's digital efforts by initiating community-centered content creation. The plan also provides a blueprint for digitizing more special collections at Central Library, identifying and digitizing special collections in branches, and creating a digital

collections web portal to make the material available to a wider audience.

Library programs take place every day and every night of the week. The Library Foundation of Los Angeles presents the award-winning *ALOUD* speaker series. Library galleries host rotating exhibitions that highlight local treasures, as well as traveling exhibits.

Thousands of neighborhood-based events fill the library's free meeting spaces. Responsive services such as voter registration, free tax help and citizenship corners are offered throughout the city.

The library's *Citizenship Initiative*—a ground breaking partnership with the U.S. Citizenship and Immigration Service—has helped thousands of people take their first step on the path to U.S. citizenship and actively participate in civic life. This award-winning program is a national model for immigrant integration, that's now being replicated in cities across the country.

With its proud history of local programs and collections, the library fosters inclusive engagement, promotes cultural understanding and celebrates the city's rich diversity.



## key activities

Create an *LAPL Digital Collections* web portal and expand efforts to digitize and make available the special collections that explore the city's history and promote cultural understanding.

Host forums and hold virtual and in-person open houses where Angelenos can learn about and discuss community issues.

Partner with social service organizations to provide services that are responsive to the unique needs of target audiences such as veterans, the homeless and other groups.

Collect, share and make more broadly available primarily through digitization the unique stories and local history collections that make up the city's social and ethnic fabrics.

Develop a preservation and conservation plan for our special collections.

Actively promote the programs and services.

# 79%

of Angelenos surveyed say it is important that the library be a place where friends and neighborhoods can meet.

## objectives

- 6-1** The number of people attending programs will increase from 395,000 in 2014 to 550,000 in 2020.
- 6-2** By June 30, 2020, the number of photographs and special collection items digitized and added annually to the library's digital special collections will increase from 5,500 in fiscal year 2013 to 10,000.
- 6-3** By June 30, 2020, the number of views of the library's digital collections will increase from 12,000,000 in fiscal year 2013 to 15,000,000.
- 6-4** Annually, through outreach efforts, library staff will connect with 350,000 community members.

**Los Angeles Public Library**

630 W. Fifth Street

Los Angeles, CA 90071



**LOS ANGELES  
PUBLIC LIBRARY**

[www.lapl.org](http://www.lapl.org)

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