

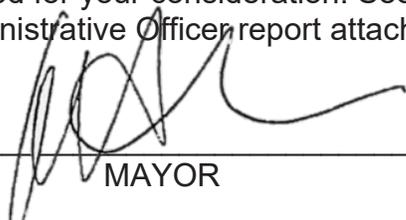
0150-10965-0003

TRANSMITTAL

TO The City Council	DATE 07/06/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Nine Proposed Contract Amendments for As-Needed and As-Requested Marketing and Public Relations Consultant Services

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR
(Andre Herndon for)

MWS:AC:08220080c

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 07-05-22	C.D. No. All	CAO File No.: 0150-10965-0003				
Contracting Department/Bureau: Library Department		Contact: Heather Smith					
Reference: Transmittal to the Mayor, dated April 18, 2022							
Purpose of Contract: To extend the term of nine PR and marketing contracts by one year, with a one one-year option to renew.							
Type of Contract: () New contract (X) Amendment, Various Contracts		Contract Term Dates: One year, with one one-year option to renew.					
Contract/Amendment Amount: \$3,400,000 (\$1,700,000 annually for each amendment)							
Proposed amount \$ 3,400,000 + Prior award(s) \$ 5,100,000 = Total \$ 8,500,000							
Source of funds: Library Fund (Fund 300)							
Name of Contractor: Various							
Address: Various							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances		X	
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances		X	
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to approval of the Mayor:

- 1.) Approve and authorize the President of the Board of Library Commissioners, or designee, to execute the proposed contract amendments with nine pre-qualified marketing and public relations firms, to provide services for campaigns, branding, creative services, media relations, and social and digital content on an as-needed and as-requested basis, for a term of one year with one one-year option to renew, and in an amount not to exceed \$1,700,000 annually for a total sum of \$3,400,000, subject to review and approval of the City Attorney as to form; and,
- 2.) Request that the Board of Library Commissioners ensure that the nine contractors post updated compliance documents to the Regional Alliance Marketplace for Procurement (RAMP) for compliance with the Slavery Disclosure, Disclosure of Border Wall Contracting, Equal Benefits, and First Source Hiring Ordinances.

Andy Chen			
AC	Analyst	08220080c	City Administrative Officer

SUMMARY

In accordance with Executive Directive No. 3, the Library Department (Library) requests approval to execute nine proposed contract amendments with pre-qualified marketing and public relations firms (Contractors), to provide services for campaigns, branding, creative services, media relations, and social and digital content on an as-needed and as-requested basis. The services are needed to raise awareness of library services, and increase use of the Library. The aggregate annual maximum amount of all proposed contracts is \$3,400,000, for a term of one year upon execution, with one one-year option to renew. Copies of the proposed contract amendments are included in the Department's transmittal attached to this report.

On January 12, 2017, the Board of Library Commissioners approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultants for the Library. On April 13, 2017, twenty-eight firms submitted proposals in response to the RFQ. On June 8, 2017, the Board of Library Commissioners approved sixteen of the firms to comprise a pre-qualified list which included the nine Contractors.

On November 8, 2018, the Board of Library Commissioners (Board) approved the award and execution of contracts with the sixteen selected firms, and the Library executed these contracts from October to December of 2019. The Library now proposes amendments to its current contracts with the nine Contractors, so that the contracted work may continue while the Library prepares a new competitive bid process for contracts to complete this work. The Library expects to issue a new Request for Proposals in 2023-24. The nine Contractors are listed, below:

- 1) Zeesman Communications, Inc. (C-134359)
- 2) House47, LLC (C-134669)
- 3) McGregor Shott, Inc. (C-134671)
- 4) Perceptiv, Inc. (C-134672)
- 5) Finn Partners, Inc. dba Rogers Finn Partners (C-134668)
- 6) Trailer Park, Inc. (C-134673)
- 7) WeAreGiants, LLC (C-134674)
- 8) Wicked Bionic, LLC (C-134675)
- 9) YesDesignGroup, Inc. (C-134676)

The previously executed contracts state an annual maximum contract amount of \$3,000,000 for each contract, but this amount was an error as the Library intended for a \$1,700,000 annual maximum contract amount. Subsequent to the release of its transmittal, the Library confirmed that the \$1,700,000 annual maximum contract amount is sufficient. Currently, the Library has expended approximately \$1,466,776 over the term of the executed contracts.

Under the terms of Charter Section 1022, the Board of Library Commissioners (Board) determined that the Contractors can perform the services outlined in the proposed contracts more feasibly than City staff, and the use of competitive bidding would be impractical due to the expert and temporary nature of the services.

To the best of our knowledge, the Contractors have complied with most contracting requirements and City policies and procedures. It is recommended that the Board ensure that all the Contractors complete

and post updated forms on the Regional Alliance Marketplace for Procurement (RAMP) which includes compliance information for the Slavery Disclosure Ordinance and the Disclosure of Border Wall Contracting Ordinance; and, that the Board ensure that all Contractors complete and post on RAMP a completed form indicating compliance with the City's Equal Benefits and First Source Hiring Ordinances.

FISCAL IMPACT STATEMENT

Partial funding of \$1,490,886 in the Library's Contractual Services Account is available for purposes of marketing plan promotion and outreach. If needed, the Library may transfer \$209,114 from its Office and Administrative Account to its Contractual Services Account to complete funding for the proposed contracts. There is no additional impact on the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations included in this report complies with the Financial Policies of the City in that on-going revenues will be used to support this program.

MWS:AC:08220080c

Attachment

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI

MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

April 18, 2022

Honorable Eric Garcetti
Mayor, City of Los Angeles
Attn: Heleen Ramirez
Legislative Coordinator

Dear Mayor Garcetti:

**REQUEST FOR APPROVAL OF FIRST AMENDMENT TO NINE (9) CONTRACTS FOR
MARKETING AND PUBLIC RELATIONS CONSULTANT SERVICES FOR THE LOS
ANGELES PUBLIC LIBRARY**

On April 14, 2022, the Board of Library Commissioners (Board) approved the First Amendment to the following nine (9) marketing and public relations services contracts transmitted herewith for approval. The Amendments will extend the term of these contracts by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year:

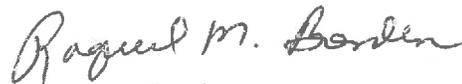
- 1) Zeesman Communications, Inc., Contract No. 823 (C-134359)
- 2) House47, LLC, Contract No. 824 (C-134669)
- 3) McGregor Shott, Inc., Contract No. 826 (C-134671)
- 4) Perceptiv, Inc., Contract No. 827 (C-134672)
- 5) Finn Partners, Inc., dba Rogers Finn Partners Contract No. 828 (C-134668)
- 6) Trailer Park, Inc., Contract No. 829 (C-134673)
- 7) WeAreGiants, LLC, Contract No. 830 (C-134674)
- 8) Wicked Bionic, LLC, Contract No. 831 (C-134675)
- 9) YesDesignGroup, Inc., Contract No. 832 (C-134676)

These above contracts, which are set to expire this year, are on an as-needed and as-requested basis and cover a wide range of services needed for campaigns, branding, creative services, media relations, social and digital content, etc. These services help raise awareness of library services and increase use of the library. The First Amendments will ensure the uninterrupted marketing and public relations services are available to promote LAPL programs and initiatives; map out strategies to tell the story of LAPL; and, continue to raise awareness of the numerous services and programs LAPL offers to residents, businesses and visitors.

First Amendment to Marketing
and Public Relations Contracts
April 18, 2022
Page 2

For questions or notification upon decision of this request, please contact the Board Office at
(213) 228-7530 or at rborden@lapl.org.

Sincerely,



Raquel M. Borden
Board Executive Assistant

Encl: Library Resolution No. 2022-14 (C-9)
Board Report dated April 14, 2022
Proposed First Amendments (9)

cc: Andy Chen, Administrative Analyst, CAO's Office

**BOARD OF LIBRARY
COMMISSIONERS**

BÍCH NGOC CAO
PRESIDENT
KATHRYN EIDMANN
VICE-PRESIDENT
ARIANNE EDMONDS
DALE FRANZEN
JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI

MAYOR

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(TOLL FREE NO.)

JOHN E. SZABO
CITY LIBRARIAN

April 14, 2022

LIBRARY RESOLUTION NO. 2022-14 (C-9)

WHEREAS, On April 14, 2022, the Board of Library Commissioners (Board) approved the First Amendment to the following nine (9) contracts to provide marketing and public relations services:

- 1) Zeesman Communications, Inc., Contract No. 823 (C-134359)
- 2) House47, LLC, Contract No. 824 (C-134669)
- 3) McGregor Shott, Inc., Contract No. 826 (C-134671)
- 4) Perceptiv, Inc., Contract No. 827 (C-134672)
- 5) Finn Partners, Inc., dba Rogers Finn Partners Contract No. 828 (C-134668)
- 6) Trailer Park, Inc., Contract No. 829 (C-134673)
- 7) WeAreGiants, LLC, Contract No. 830 (C-134674)
- 8) Wicked Bionic, LLC, Contract No. 831 (C-134675)
- 9) YesDesignGroup, Inc., Contract No. 832 (C-134676)

WHEREAS, On April 14, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and

WHEREAS, The aforementioned nine (9) contracts will expire at the end of 2022 and beginning of 2023, before a competitive bid process can be prepared, processed, completed and contracts executed; and

WHEREAS, The Library requires the services of the aforementioned Contractors to provide a wide range of marketing and public relations services, such as: marketing plans; strategic planning and organizational strategies; market research and analysis; message development; communication plans; campaign awareness; coalition building; strategic counsel; branding; build media relations; and, advertising and media buying; and

April 14, 2022
Library Resolution
No. 2022-14 (C-9)

WHEREAS, The Marketing and Public Relations Services informs patrons and residents about Library programs, resources and services available, which aligns with the Library's mission to educate, enrich and empower every individual. Through marketing and public relations, Library patrons and residents become familiar with the benefits and values of services available, increasing public awareness of programs and resources, and strengthening community connections to the Library and the City; and,

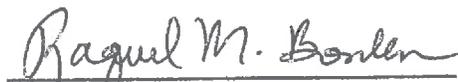
WHEREAS, Library staff recommends the approval of the First Amendments to extend the terms of the aforementioned contracts for one (1) year with one (1) one-year option to renew and continue with a maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.

THEREFORE, BE IT RESOLVED, That the Board adopt the recommendations and findings of the City Librarian's Board Report and approves the First Amendments to the nine (9) aforementioned contracts to increase the term by one (1) year with one (1) one-year option to renew at the sole discretion of the City Librarian, or designee, to ensure the ability of the Library to obtain marketing and public relations services is uninterrupted; and,

FURTHER RESOLVED, That the City Librarian and City Attorney are authorized to make any technical changes, if needed, to the aforementioned nine (9) First Amendments; and,

FURTHER RESOLVED, That the Board President is authorized to execute the aforementioned nine (9) First Amendments upon the approval of the Mayor and City Council.

This is a true copy:



Raquel M. Borden
Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES: Cao/Eidmann/Franzen
NOES: None
ABSENT: Edmonds/Salinas

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

April 14, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO NINE (9) CONTRACTS FOR
MARKETING AND PUBLIC RELATIONS CONSULTANT SERVICES
FOR THE LIBRARY**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):

1. Approve the First Amendment substantially in the form on file with Zeesman Communications, Inc., Contract No. 823 (C-134359) executed on October 29, 2019, and set to expire on October 29, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
2. Approve the First Amendment substantially in the form on file with House47, LLC, Contract No. 824 (C-134669) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per calendar year.
3. Approve the First Amendment substantially in the form on file with McGregor Shott, Inc., Contract No. 826 (C-134671) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
4. Approve the First Amendment substantially in the form on file with Perceptiv, Inc., Contract No. 827 (C-134672) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
5. Approve the First Amendment substantially in the form on file with Finn Partners, Inc., dba Rogers Finn Partners, Contract No. 828 (C-134668)

executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.

6. Approve the First Amendment substantially in the form on file with Trailer Park, Inc., Contract No. 829 (C-134673) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
7. Approve the First Amendment substantially in the form on file with WeAreGiants, LLC Contract No. 830 (C-134674) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
8. Approve the First Amendment substantially in the form on file with Wicked Bionic, LLC, Contract No. 831 (C-134675) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
9. Approve the First Amendment substantially in the form on file with YesDesignGroup, Inc., Contract No. 832 (C-134676) executed on December 16, 2019, and set to expire on December 16, 2022, to extend the term by one (1) year with one (1) one-year option to renew at the discretion of the City Librarian, or designee, and continue the maximum contract compensation of three-million dollars (\$3,000,000) per fiscal year.
10. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10) that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire.
11. Authorize the City Librarian and City Attorney to make technical changes, if necessary, to the aforementioned First Amendments.

12. Authorize the Board President to execute the aforementioned First Amendments upon the approval of the Mayor and City Council.
13. Adopt the attached Resolution regarding the First Amendments for the aforementioned contracts for marketing consultant services for the Library.

B. FINDINGS:

1. On January 12, 2017, the Board approved the release of a Request for Qualifications (RFQ) to establish a list of pre-qualified marketing and public relations consultants. On November 8, 2018, the Board approved the award of contracts for nine (9) aforementioned contractors to provide marketing and public relations services on an as-needed and as-requested basis (Library Resolution No. 2017-3 [C-3]).
2. Library staff requests that the Board approve the First Amendments to the nine (9) aforementioned contracts to extend the term by one (1) year with one (1) one-year option to extend at the discretion of the City Librarian. The First Amendments will ensure the uninterrupted marketing and public relations services are available to promote LAPL programs and initiatives; map out strategies to tell the story of LAPL; and, continue to raise awareness of the numerous services and programs LAPL offers to residents, businesses and visitors.
3. The Library requires the services of the Contractors to provide a wide range of marketing and public relations services, such as: marketing plans; strategic planning and organizational strategies; market research and analysis; message development; communication plans; campaign awareness; coalition building; strategic counsel; branding; build media relations; and, advertising and media buying.
4. The Marketing and Public Relations Services informs patrons and residents about Library programs, resources and services available, which aligns with the Library's mission to educate, enrich and empower every individual. Through marketing and public relations, Library patrons and residents become familiar with the benefits and values of services available, increasing public awareness of programs and resources, and strengthening community connections to the Library and the City.
5. The Library was closed to the public throughout 2020 and part of 2021 due to the COVID-19 pandemic and the Mayor's "Safer at Home" emergency order. The priority of the Library during that period was providing information to the public on the pandemic, creating and expanding online programs and initiatives to assist residents during social isolation, creating the Library-To-Go program, preparing 72 branch libraries and Central Library for reopening, and providing staff to work as

Disaster Service Workers. This emergency situation has resulted in the Library being unable to develop and perform a competitive bid process in a timely and effective manner. This First Amendment to the existing contracts will provide sufficient time to develop and perform a successful competitive bid process, and would best serve the interest of the public and accomplish the purpose of the process.

6. Due to the COVID-19 pandemic, the City faced an economic downturn which, in part, resulted in a citywide hiring freeze. The Library was unable to fill over eighty (80) vacant positions, including key administrative positions which prepare and process documents for the competitive bid process, including a process for Library marketing and public relations services. The positions currently remain unfilled as the hiring process is underway.
7. The First Amendments include a maximum contract compensation amount of three-million dollars (\$3,000,000) each per fiscal year, which is consistent with the current terms of the contracts.
8. Funds are available in the Library's Contractual Services Account 3040 to compensate the Contractors for marketing and public relations consultant services.
9. The First Amendments have been reviewed by the City Attorney and are ready to be transmitted for processing.

Attachments

Project Manager: Lauren Skinner, Public Information Director

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

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

**FIRST AMENDMENT
TO
CONTRACT NO. 823 (C-134359)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
ZEESMAN COMMUNICATIONS, INC.**

THIS FIRST AMENDMENT to Contract No. 823 (C-134359) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and Zeesman Communications, Inc., (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On October 29, 2019, Contract No. 823 (C-134359) was executed between the Library and Contractor and is set to expire on October 29, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 823 (C-134359) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 823 (C-134359) (Board Resolution No. 2022-14 (C-9); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 823 (C-134359) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 823 (C-134359).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 823 (C-134359) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The above mentioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 823 (C-134359) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract 823 (C-134359) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 823 (C-134359).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 823 (C-134359) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

The above mentioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on October 29, 2019, and will terminate on October 28, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 823 (C-134359) to be executed by their respective duly authorized representatives.

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
BONNIE NIJST
President, CEO
Zeesman Communications, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 824 (C-134669)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
HOUSE 47, LLC**

THIS FIRST AMENDMENT to Contract No. 824 (C-134669) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and House 47, LLC, (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 824 (C-134669) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On ~~DATE~~, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 824 (C-134669) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 824 (C-134669) (Board Resolution No. 2022-14 (C-9); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 824 (C-134669) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 824 (C-134669).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 824 (C-134669) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 824 (C-134669) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 824 (C-134669) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 824 (C-134669).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 824 (C-134669) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 824 (C-134669) to be executed by their respective duly authorized representatives.

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
ANDREA VANDOM
Managing Partner
House 47, LLC

Date _____

Date _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 826 (C-134671)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
MCGREGOR SHOTT, INC.**

THIS FIRST AMENDMENT to Contract No. 826 (C-134671) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and McGregor Shott, Inc., (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 826 (C-134671) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On **DATE**, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 826 (C-134671) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 826 (C-134671) (Board Resolution No. 2022-14 (C-9)); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 826 (C-134671) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 826 (C-134671).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 826 (C-134671) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 826 (C-134671) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 826 (C-134671) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 826 (C-134671).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 826 (C-134671) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
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The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

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2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

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Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 826 (C-134671) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
BETH SHOTT
Principal
McGregor Shott, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 827 (C-134672)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
PERCEPTIV, INC.**

THIS FIRST AMENDMENT to Contract No. 827 (C-134672) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and Perceptiv, Inc., (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 827 (C-134672) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 827 (C-134672) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and,

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 827 (C-134672) (Board Resolution No. 2022-14 (C-9)); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 827 (C-134672) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 827 (C-134672).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 827 (C-134672) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 827 (C-134672) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 827 (C-134672) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 827 (C-134672).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 827 (C-134672) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

C.1 Notice of Available Work

C.2 Notice to Proceed

C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 827 (C-134672) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
MICHELE MCCARTHY
Creative Director
Perceptiv, Inc.

Date _____

Date _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 828 (C-134668)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
FINN PARTNERS, INC. DBA ROGERS FINN PARTNERS**

THIS FIRST AMENDMENT to Contract No. 828 (C-134668) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and Finn Partners, Inc. DBA Rogers Finn Partners, (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 828 (C-134668) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 828 (C-134668) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and,

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 828 (C-134668) (Board Resolution No. 2022-14 (C-9); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 828 (C-134668) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 828 (C-134668).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 828 (C-134668) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 828 (C-134668) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 828 (C-134668) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 828 (C-134668).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 828 (C-134668) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

C.1 Notice of Available Work

C.2 Notice to Proceed

C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 828 (C-134668) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
MATTHEW LEVEQUE
Partner
Finn Partners, Inc. DBA Rogers Finn
Partners

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 829 (C-134673)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
TRAILER PARK INC.**

THIS FIRST AMENDMENT to Contract No. 829 (C-134673) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and Trailer Park Inc., (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 829 (C-134673) was executed between the Library and Contractor and is set to expire on December 16, 2022; and

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 829 (C-134673) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 829 (C-134673) (Board Resolution No. 2022-14 (C-9); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 829 (C-134673) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 829 (C-134673).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 829 (C-134673) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 829 (C-134673) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 829 (C-134673) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 829 (C-134673).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 829 (C-134673) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

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C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

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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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 829 (C-134673) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
GEORGE ANDERSON
President, Creative Services
Trailer Park Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 830 (C-134674)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
WEAREGIANTS LLC**

THIS FIRST AMENDMENT to Contract No. 830 (C-134674) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and WeAreGiants LLC, (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 830 (C-134674) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 830 (C-134674) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and,

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 830 (C-134674) (Board Resolution No. 2022-14 (C-9)); and,

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 830 (C-134674) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 830 (C-134674).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 830 (C-134674) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 830 (C-134674) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 830 (C-134674) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 830 (C-134674).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 830 (C-134674) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:.

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 830 (C-134674) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
CHRISTOPHER P. ALVES
Owner
WeAreGiants LLC

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 831 (C-134675)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
WICKED BIONIC, LLC**

THIS FIRST AMENDMENT to Contract No. 831 (C-134675) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and Wicked Bionic, LLC, (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 831 (C-134675) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 831 (C-134675) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 831 (C-134675) (Board Resolution No. 2022-14 (C-9)); and

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 831 (C-134675) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 831 (C-134675).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 831 (C-134675) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The above mentioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 831 (C-134675) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 831 (C-134675) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 831 (C-134675).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 831 (C-134675) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 831 (C-134675) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
DANA ARNETT
President, CEO
Wicked Bionic, LLC

Date _____

Date _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 832 (C-134676)
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
YESDESIGNGROUP, INC.**

THIS FIRST AMENDMENT to Contract No. 832 (C-134676) is made and entered into by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through its Board of Library Commissioners, (hereinafter referred to as "Board" or "Library"), and YESDESIGNGROUP, Inc., (hereinafter referred to as "Contractor") to provide marketing and public relations consultant services on an as-needed and as-requested basis. Library and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, On January 12, 2017, the Board approved the issuance of a Request for Qualifications (RFQ) for Marketing and Public Relations Consultant Services to establish a pre-qualified list of on-call marketing and public relations consultants (Board Resolution No. 2017-3 [C-3]); and,

WHEREAS, On June 8, 2017, the Board approved the pre-qualified list of sixteen (16) consultants, which included Contractor, to provide as-needed and as-requested marketing and public relations consultant services to the Library (Board Resolution No. 2017-11 [C-21]); and,

WHEREAS, On December 16, 2019, Contract No. 832 (C-134676) was executed between the Library and Contractor and is set to expire on December 16, 2022; and,

WHEREAS, The Library requires the uninterrupted services of Contractor to provide as-needed and as-requested marketing and public relations consultant services to the Library; and,

WHEREAS, On April 14, 2022, staff of the Library recommended the approval of the First Amendment to extend Contract No. 832 (C-134676) for an additional one-year, with one (1) one-year option to extend, at the discretion of the City Librarian, or designee, and continue a maximum contract compensation amount of three-million dollars (\$3,000,000) per calendar year, to ensure the uninterrupted marketing and public relations consultant services; and,

WHEREAS, On April 14, 2022, the Board approved the execution of the First Amendment to Contract No. 832 (C-134676) (Board Resolution No. 2022-14 (C-9)); and,

WHEREAS, On April 14, 2022, the Board found in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more feasible to have the work performed by independent contractors than by City employees and that it would be impractical and impossible to perform a successful competitive bid process in a timely and effective manner because of the COVID-19 pandemic and lack of staff to draft, release and process a Request for Proposals before the contracts expire; and,

WHEREAS, Funds are available in Library Fund 300 to compensate Contractor for marketing and public relations consultant services.

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

A. DOCUMENTS

Section 1.0 ("Documents") of Contract No. 832 (C-134676) shall be replaced in its entirety as follows:

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

- 1.1 This First Amendment to Contract No. 832 (C-134676).
- 1.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Exhibit A.
- 1.3 Contract No. 832 (C-134676) attached hereto and incorporated by reference as Exhibit E.
- 1.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services attached hereto and incorporated by reference as Exhibit B.
- 1.5 Sample Documents
 - C.1 Notice of Available Work
 - C.2 Notice to Proceed
 - C.3 Supplemental Notice to Proceed

The abovementioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3. The process to select Contractor for specific marketing and public relations consultant services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

1.6 Proof of Insurance to provide marketing and public relations consultant services for the Library are attached hereto and incorporated by reference as Exhibit D.

1.7 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit F.

All of the above Exhibits are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Exhibits which are required of it to be performed.

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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

B. ORDER OF PRECEDENCE

Section 2.0 ("Order of Precedence") of Contract No. 832 (C-134676) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 832 (C-134676) shall be resolved by considering the documents according to the following order of precedence:

2.1 This First Amendment to Contract No. 832 (C-134676).

2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

2.3 Contract No. 832 (C-134676) (Exhibit E).

2.4 Section A.2 ("Scope of Work") of the Request for Qualifications (RFQ) No. 44-015 released by the Library on January 13, 2017, for Marketing and Public Relations Consultant Services (Exhibit B).

2.5 Sample Documents

- C.1 Notice of Available Work
- C.2 Notice to Proceed
- C.3 Supplemental Notice to Proceed

The above mentioned documents are attached hereto and incorporated by reference as Exhibits C.1, C.2, and C.3.

2.6 Proof of Insurance to provide marketing and public relations consultant services for the Library (Exhibit D).

2.7 Confidentiality Agreement (Exhibit F).

C. TERM OF AGREEMENT

Section 3.0 ("Term of Agreement") shall be replaced in its entirety with the following:

The term of this Agreement will begin on December 16, 2019, and will terminate on December 15, 2023, unless extended by one (1) one (1) year option to be exercised at the sole discretion of the City Librarian, or designee, or unless terminated earlier as provided herein.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Section 4.0 ("Indemnification and Insurance Requirements") shall be replaced in its entirety with the following:

The insurance and indemnification requirements of this Agreement are as provided in the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A). Contractor shall provide and maintain proof of insurance applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

E. INDEPENDENT CONTACTOR

Add Section 15.0 ("Independent Contractor") to read as follows:

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 connections 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.

F. RETENTION OF RECORDS

Add Section 16.0 ("Retention of Records") to read as follows:

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than forty-eight (48) months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the forty-eight (48) months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Add Section 17.0 ("No Third-Party Beneficiaries") to read as follows:

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

H. CONFIDENTIALITY

Add Section 18.0 ("Confidentiality") to read as follows:

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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is

attached hereto as Exhibit F. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

I. CONTRACTOR'S INTERACTION WITH THE MEDIA

Add Section 19.0 ("Contractor's Interaction With The Media") to read as follows:

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

J. REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

Add Section 20.0 ("Requirements Apply To All Subcontractors") to read as follows:

The Contractor will ensure that the requirements of Sections 18.0 ("Confidentiality") and 19.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement

K. CONTINUED REQUIREMENTS

Add Section 21.0 ("Continued Requirements") to read as follows:

The requirements of this Sections 18.0 ("Confidentiality"), 19.0 ("Contractor's Interaction with the Media"), and 20.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

L. BORDER WALL BID DISCLOSURE

Add Section 22.0 ("Border Wall Bid Disclosure") to read as follows:

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.15.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 832 (C-134676) to be executed by their respective duly authorized representatives.

By _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By _____
LORI POSNER
Founder, Chief Creative Officer
YESDESIGNGROUP, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____