

**BOARD OF LIBRARY
COMMISSIONERS**

VALERIE LYNNE SHAW
PRESIDENT

LINDA BLANK
VICE-PRESIDENT

KELLY BESSER
HIRAM SIMS
MAYRA VALADEZ

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
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

May 22, 2025

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

**RECOMMENDED APPROVAL OF PUBLISHING AGREEMENT BETWEEN JERRY DE WILDE
AND ANGEL CITY PRESS AT THE LOS ANGELES PUBLIC LIBRARY**

Transmitted herewith for City Council approval is a publishing agreement between Jerry de Wilde and Angel City Press at Los Angeles Public Library (Library) awarded by the Board of Library Commissioners on May 22, 2025. There is the possibility that the agreement term might be longer than three years; therefore, the Board requests City Council approval.

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

Sincerely,

Raquel M. Borden
Commission Executive Assistant

Encl: Library Resolution No. 2025-12 (C-9)
Board Report dated May 22, 2025
Proposed Agreement

cc: Claudia Aguilar, Assistant Business Manager

**BOARD OF LIBRARY
COMMISSIONERS**

VALERIE LYNNE SHAW
PRESIDENT

LINDA BLANK
VICE-PRESIDENT

KELLY BESSER
HIRAM SIMS
MAYRA VALADEZ

RAOUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
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

May 22, 2025

LIBRARY RESOLUTION NO. 2025-12 (C-9)

WHEREAS, on December 14, 2023, the Board of Library Commissioners (Board) approved a Gift Agreement to accept the Angel City Press publishing operation and committed to continuing the legacy of Angel City Press by publishing new books that amplify the voices of local authors and preserves the stories of Los Angeles and Southern California; and

WHEREAS, Staff will ensure that the required compliance documents are completed and submitted prior to the execution of the agreement. The publishing agreement has been reviewed by the City Attorney and is ready to be transmitted for processing:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report, including approval of the award and execution of the publishing agreement with Jerry de Wilde for the exclusive license in the copyright of the *Call Before You Come*; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the agreement.

This is a true copy:

Raquel M. Borden
Commission Executive Assistant

Adopted by the following votes:

AYES: Shaw/Sims/Valadez
NOES: None
ABSENT: Besser/Blank

EXHIBIT A

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 22, 2025

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF PUBLISHING AGREEMENT BETWEEN JERRY DE WILDE AND ANGEL CITY PRESS AT THE LOS ANGELES PUBLIC LIBRARY**

A. RECOMMENDATIONS:

That the Board of Library Commissioners (Board):

1. Award a publishing agreement to Jerry de Wilde, substantially in the form on file in the Board Office for the exclusive license in the copyright of *Call Before You Come*.
2. Authorize the City Librarian and the City Attorney to make any technical and clerical changes, if needed, to the agreement.
3. Authorize the Board President and the Board Secretary to execute the agreement upon the completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the publishing agreement with Jerry de Wilde for the exclusive license in the copyright of *Call Before You Come*.

B. BACKGROUND:

1. On December 14, 2023, the Board approved a Gift Agreement to donate and transfer the rights and obligations of the Angel City Press operation to the Library and committed to continuing the legacy of Angel City Press by publishing new books that amplify the voices of local authors and preserves the stories of Los Angeles and Southern California (Library Resolution No. 2023-46 [C-37]).
2. Library staff requests that the Board approve the publishing agreement with Jerry de Wilde for the exclusive license in the copyright of *Call Before You Come*. The publishing agreement gives the Library the exclusive right to print, publish, distribute and/or sell all editions of the literary works throughout the world, including the rights for derivative works. The publishing agreement also provides the Library the right to permit others to print, publish, distribute and/or sell the literary works and derivative works. The author retains the copyright to his intellectual property.

Attachments

Prepared by: Claudia Aguilar, Senior Management Analyst
Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

LIBRARY RESOLUTION NO. 2025-__ (C-__)

WHEREAS, on December 14, 2023, the Board of Library Commissioners (Board) approved a Gift Agreement to accept the Angel City Press publishing operation and committed to continuing the legacy of Angel City Press by publishing new books that amplify the voices of local authors and preserves the stories of Los Angeles and Southern California; and

WHEREAS, Staff will ensure that the required compliance documents are completed and submitted prior to the execution of the agreement. The publishing agreement has been reviewed by the City Attorney and is ready to be transmitted for processing:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report, including approval of the award and execution of the publishing agreement with Jerry de Wilde for the exclusive license in the copyright of the *Call Before You Come*; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the agreement.

This is a true copy:

**PUBLISHING AGREEMENT
WITH
JERRY DE WILDE**

This Publishing Agreement (Agreement) is entered into by and between Jerry de Wilde (Author) and the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board). The Author and the City may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Author submitted a proposal to the Los Angeles Public Library (LAPL or Library), also known as the Library Department, to be considered for publication by Angel City Press at LAPL;

WHEREAS, on May 22, 2025, the Board approved this Agreement between the Author and the Library [Board Resolution No. 2025-12 (C-9)]; and

WHEREAS, on DATE the Los Angeles City Council also approved this Agreement (Council File No. _____).

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

1.0 EFFECTIVE DATE

This Agreement shall be effective as of the date of the last required signature below.

2.0 THE BOOK

The book is a non-fiction literary work with the working title: *Call Before You Come* (Book). The final title of the Book will be determined by mutual agreement of the Parties. The Book will be based on Author's submitted and accepted manuscript, which will include a maximum of 50,000 words and approximately 200 rights-cleared images.

3.0 GRANT OF RIGHTS

The Author hereby grants to the Library during the full term of copyright and any extensions and renewals thereof, the exclusive right to print, publish, distribute, and sell all editions of the Book, including hardcover, softcover, and any form of electronic editions, throughout the world, in all languages, including the right to prepare, publish, distribute, and sell certain subsidiary rights therein as specified in Section 5.0 (Licensing of Subsidiary Rights) of this Agreement, and the exclusive right to authorize others to print, publish, distribute, and sell the Book. All rights not expressly granted herein are reserved to the Author.

For the avoidance of doubt, Author shall retain sole and exclusive ownership of all rights in and to all photographs and anecdotes furnished by Author for inclusion in the Book. Notwithstanding anything herein to the contrary, Author expects to give speeches, give interviews, write print and digital articles, write and contribute to blogs, columns, editorials and social media posts about matters that may be encompassed within the general subject matter of the Book which may include verbatim text from the Book and Author may use materials provided by Author, photographs and/or illustrations provided by Author.

4.0 LICENSING OF SUBSIDIARY RIGHTS

The Library shall have the exclusive right to license to other publishers outside of the United States publication rights in all languages in volume form and in such forms as defined in Section 3.0 (Grants of Rights), and the division of all monies received for such licenses (net of the Author's agent's commission, foreign governmental taxes, and foreign exchange charges paid for licenses) shall be 50 percent to the Author and 50 percent to the Library. The Library shall provide to the Author at least twenty-five (25) copies of the Book as it appears in all licensed editions and translations.

With respect to revenue derived from licensing of other printed publication rights in the Book to third parties, the Library agrees to pay the Author 50 percent of all net licensing revenue actually received and/or credited to the Library and on its behalf on a bi-annual basis. These rights are limited to publishing rights in the Book (i.e., physical and digital editions), book clubs, magazine serialization, large print editions, library editions, deluxe editions, and anthology publishing rights).

All dramatic rights and performance rights, including but not limited to the right to use, adapt, or otherwise exploit the Book in the form of podcasts, motion picture, television productions, online streaming video, theatrical or stage presentations, or radio programs are expressly reserved to the Author..

With respect to licensing of publishing rights in the Book to third parties for excerpts (whether printed or electronic), abridgment, condensation, digest adaptation, textbook, computer, networks, online computer services, and/or data storage transmission and retrieval, whether by any medium or method now known or developed in the future, parties will share the net revenue received by the Library as follows: 60 percent to the Author and 40 percent to the Library.

The Library shall be responsible for local taxes and duties in order that the payments hereunder are fully paid. Registration or any other fees or expenses shall be borne by the Library. If Author is required to pay any fees, expenses, taxes, duties, or other payments in order to fulfill this Agreement, the Library shall reimburse Author in full for such payments, in addition to those direct payments specified herein.

If the Book is published in a language other than English, the text shall be translated at the Library's sole expense, as a work-made-for-hire for Author under the United States Copyright Act of 1976, with an assignment to Author, or if assignment is not legally recognized, a waiver of all rights, including droit moral, which waiver shall be irrevocable. If the Library fails to assign or waive rights as described above, the Library hereby grants Author power of attorney, which grant is a power coupled with an interest, to execute such documents as are necessary to effect such assignment or waiver. The Library warrants that the translation of the Book shall be made completely, faithfully, and accurately with slight modifications in the original text only as may be necessary to achieve an idiomatic translation. Such modifications will not materially change the meaning or otherwise materially alter the text. Abridgements or alterations shall not be made in the Book's title, text or illustrations except with the Author's prior written consent. The following items are subject to final written approval by the Author,

before the Library may print or publish the Book: translation, paper stock, and sample color pages. These provisions survive the termination of this Agreement.

5.0 DELIVERABLES AND SCHEDULE

On or before September 15, 2025, the Author shall submit to the Library the full original manuscript and accompanying images (with captions and credit/clearance information), together with all agreed upon supplementary materials, such as a table of contents, bibliography, and appendices, described in Section 2.0 of this Agreement (collectively, the "Manuscript"). All images should be submitted in high-resolution digital form, with each individual image file labeled per the instruction of the Library and accompanied by documentation of the right to publish each image. Upon reasonable request by the Library, the Author will provide documentation signed by the rights holder confirming that all rights have been cleared for reproduction of the image in all editions of the book, whether printed or electronic. The Author is responsible for obtaining written permission and payment of any fees related to rights clearance for use of photographs and/or any other third party materials. These data files of text and images shall include any related material required in the opinion of the Library for publication of the Book.

The Parties agree that acceptance of all text and images for publication shall rest in the sole discretion of the Library, not to be unreasonably withheld. The Author shall cooperate with requests for changes and revisions, agrees to use their best efforts to put the Manuscript in a form acceptable for publication in a timeframe consistent with the requirements of the mutually approved planned publication date, and agrees that compliance with the Library's requests shall not be deemed to constitute a promise of acceptance of the revised work by the Library. The Author agrees to complete the information required by the Library to identify each image in the Manuscript, including its source and clearance for publication, and the Author will attest to the accuracy of the photo credits they supply.

Within 30 days of receipt of the Manuscript, the Library will notify the Author whether the Manuscript is (1) accepted to begin the editorial process, subject to the Author's good faith obligation to cooperate with the Library with respect to written requests for revisions, or (2) rejected. If the Library rejects the Manuscript, or if Author rejects the Library's requested revisions, the Author or the Library shall have the right to terminate this Agreement and the Author will be free to license the Manuscript elsewhere, with no further obligation to the Library.

6.0 FAILURE BY AUTHOR

If the Author fails to complete and deliver to the Library the original Manuscript as provided in Section 5.0 (Deliverables and Schedule) within the mutually approved schedule, all rights in and to the submitted Manuscript (text and images) shall revert to the Author, subject only to reimbursement of the initial advance against royalties paid by the Library upon execution of this Agreement. If the Library is unable to complete the Book for publication for any reason, the rights in the Manuscript and the edited work shall be released to the Author, subject only to a lien in favor of the Library for all advances against royalties paid to the Author.

7.0 FAILURE BY LIBRARY

If the Library fails to publish the Book within 24-months of acceptance of the edited manuscript for any reason, other than breach of this Agreement by the Author, this Agreement shall be terminated and all rights in and to the Manuscript and the then edited work shall belong to the Author.

The Library is not responsible for delays in publication caused by circumstances or events beyond its reasonable control including, but not limited to, acts of God, pandemics, strikes, work stoppage, loss of materials by other parties, supply-chain slowdowns or lack of cooperation by the Author. The length of any such delays, which shall be capped at 6 months in the aggregate, will be added to the specified 24-month deadline, and the Library will have the right to establish a new publication date within said extended 24-month period.

If the Author chooses to terminate this Agreement because the Library has failed to publish the Book per the extended deadline, except for breach of this Agreement by the Author, the Library will, upon written request by the Author, return all materials originally submitted per Section 5.0 (Deliverables and Schedule) of this Agreement to the Author with no further obligation to the Library.

Should the Book be designated "out of print" in the United States of America and the Library failed to bring out a new edition within 12 months of the Library's receipt of written request from the Author to do so, then this Agreement shall terminate and all rights under this Agreement shall revert to the Author without further notice, subject to options, licenses or contracts previously entered in to with third parties prior to the date of the reversion (copies of which shall promptly be provided to the Author), provided that any amounts due and owing to Author thereafter pursuant to those options, licenses and contracts shall continue to be paid following reversion. It is understood that the Book shall be considered to be "in print" only when copies are available and offered for sale in the United States of America through normal retail channels in an English language edition issued by the Library and listed as one of the Library's titles issued to the trade by the Library or its distributor(s).

8.0 REPRESENTATIONS AND WARRANTIES.

The Author warrants that at all times during the term of this Agreement, that the Author is the sole author of the Book; that the Author has the full power to enter into this Agreement; that the original Manuscript is original in all respects, other than material in the public domain, quoted material and images that may have been published before but whose ownership rights are cleared for publication in the Book; that it does not disclose any information that the Author is bound to keep confidential; that the Book contains no recipe, instruction or formula that may cause harm or injury to the user; that no material in the Book violates any contract of the Author express or implied; that the Author has not previously assigned, granted or otherwise encumbered the rights granted herein; and that, to the best of the Author's knowledge, publication of the text and photographs in the Book will not infringe on any copyright rights of others, nor constitute defamation, invasion of privacy rights of others, or violate any law or regulation.

The Library reserves the right to have the Book reviewed by counsel at the Library's expense. Author shall cooperate in the vetting process and shall give good faith consideration to making such changes in the Book as are requested by the Library's counsel, subject to Author's creative expression. If Author and the Library's counsel are unable to reasonably agree upon the requested changes, and the Library determines that it is unable to publish the Book due to the risks of liability, Author shall return to Library any amounts advanced within 60 business days and, upon receipt of such repayment, this Agreement shall terminate and all rights in and to the Manuscript and the then edited work shall revert to the Author with no further obligation to the Library. The changes and revisions made pursuant to this paragraph will not alter or affect the warranties and indemnities contained in this Agreement.

The Author will hold the Library, its assigns, distributors and licensees harmless against all loss, liability, damage, cost or expense (including reasonable outside counsel fees) from any third party suit, claim, or demand arising out of a breach of the foregoing representations and warranties, and agrees to indemnify the Library against any such third party suit, claim or demand brought about by the publication of the Book (only if and to the extent that no changes are made to the version of the Book approved by the Author). Each party will give prompt notice to the other if any suit, claim or demand is made and the Author will cooperate with the Library, which will direct the defense thereof, provided that the Author shall have the right to have its own counsel and the Library shall not settle or compromise any claim that imposes liability on the Author or constitutes an admission by the Author without the Author's prior written consent.

The Library agrees to purchase media liability errors and omissions insurance coverage at its expense to be effective upon publication of the Book. The Library and the Author will be covered by the terms of this policy; any further coverage desired by the Author is the responsibility of the Author. The parties further agree that, in the event of any claim regarding the Book that results in liability against the Library and/or the Author as a result of the Author's acts or omissions, the Parties shall share equally in the expense of any applicable deductible under the Library's insurance coverage and any claims not covered by the insurance policy; otherwise, the Library shall be responsible for the deductible.

9.0 PUBLICATION.

The Library and the Author will mutually determine the format, design, and layout (including title, subtitle, cover presentation and flap jacket copy. The Library will determine the Publisher logo, imprint or other identification, retail price, and all other matters of sale, distribution, advertising and promotion of the Book (in consultation with the Author) to best present the content to the book market and within the limitations of the manufacturing equipment and within acceptable production costs for the Library. The Author will review the stages of the layout and design and may make recommendations, and such recommendations will be heavily considered by the Library. The Library retains the right to make all final decisions regarding the format, design, and layout but will use its best efforts to make choices that are aligned with Author's recommendations.

10.0 COPYRIGHT REGISTRATION AND NOTICE

The copyright in the Book shall be registered with the Register of Copyrights of the United States Copyright Office within three (3) months of publication of the first edition of the Book by the Library at the Library's expense, in the name of the Author. Copyright for individual photographs that appear in the Book will be held by the photographer. The Library agrees to print the copyright notice in every copy of the Book, and to take all necessary steps to ensure copyright protection for subsidiary interests licensed by the Library. The Library and the Author shall each have the right to take any action necessary to prevent and prosecute any infringement of the copyright in the Book and all renewals thereof.

11.0 ROYALTIES

The Library agrees to pay to the Author a royalty of 10% of 100% of all "net revenues" for all printed copies of the Book that are sold up to 10,000 units, and 15% thereafter. The Library agrees to pay the Author a royalty of 25% of 100% of all "net revenues" for any electronic versions of the Book or based on the Book, including e-books, digital format, and electronic applications known as "apps."

11.1 Royalties will be calculated for the periods ending June 30 and December 31 of each calendar year, and paid semiannually (twice per year), within 60 days of each date of calculation.

11.2 "Net revenues" are defined as all funds received by and/or credited to the Library and on its behalf for the exploitation of the rights granted hereunder in the Book, after deducting only the following: actual, verifiable, unrelated (i.e., a party which is not affiliated with the Library) third-party distribution and sales fees and commissions paid to or withheld by unrelated third party distributors and/or sales representatives, as well as actual, verifiable credits for product returns. If necessary, in unusual situations such as direct sales in countries outside the United States, shipping, customs, insurance, taxes, currency exchange discounts, and actual, verifiable, unrelated third party costs of collection may also be deducted from gross revenue.

11.3 The Author may, upon at least 30 days prior written notice to the Library, examine the Library's records relating to the Book during normal business hours under such conditions as the Library shall reasonably prescribe. If an accounting error in Book records is discovered, the Library shall promptly pay the Author the amount of the error. Any such examination shall be at the Author's expense unless an error of accounting is discovered in the Author's favor which amounts to, at the time of such error, 5% or more of the total amount paid to the Author until that time, under this Agreement, in which case the Library shall pay the entire cost of the examination in addition to the amount of the error.

12.0 ADVANCE PAYMENT

The Library shall pay the Author an advance against royalties of \$4,000 dollars per this schedule:

12.1 \$1,000 shall be paid to the Author 10 days after receipt by the Library of the signed Agreement.

12.2 \$3,000 shall be paid to Author 10 days after the Library accepts the Manuscript as delivered by the Author.

13.0 AUTHOR COPIES AND PURCHASES

The Library will provide 25 copies of the Book at no charge to the Author for personal use and to fulfill promises of complimentary books to rights granters. The Author agrees not to sell complimentary copies of the Book. The Author will have the right to purchase additional copies at a 50% discount from the cover price of the Book, plus applicable state sales tax, and shipping costs. The Author agrees that these copies may not be made available for sale in competition with any sales channel of the Library. Royalties will not be paid to the Author for copies of the Book purchased by the Author.

14.0 FIRST REFUSAL RIGHT

Prior to the expiration or termination of this Agreement for any reason but in any event expiring on the date that is twelve (12) months from the date that Author delivers the Manuscript to the Library, Author agrees to offer a first right of refusal to the Library for the rights to Author's next non-fiction book-length book for publication that is relevant to the scope of Angel City Press at LAPL (including but not limited to the art, culture, and history of Los Angeles and Southern California). The Author shall submit to the Library a book proposal and two sample chapters, or, in the Author's sole discretion, a complete manuscript, and the Library shall notify the Author within 30 days after receipt of such proposal or manuscript, or within 30) days following the Author's delivery of the Book, whichever is later, whether it desires to publish the next book. If the Library within such period notifies the Author that it does wish to publish the Author's next non-fiction book-length book for publication that is relevant to the scope of Angel City Press at LAPL , the parties shall negotiate in good faith with respect to the terms of such publication. If within 30 days thereafter, the Library and the Author are unable to agree on such terms, the Author may offer rights to said book to other publishers with no further obligation to the Library in connection therewith.

15.0 COMPETITIVE WORKS

During the first year following Author's delivery of the Manuscript to the Library, Author shall not publish or authorize to be published, without the written permission of the Library, any full-length non-fiction book-length book for publication on the same or similar topic of the Book intended to supplant the Book in the marketplace,. If Author has written or, within one year of Author's delivery of the Manuscript to the Library, writes, a prequel or sequel based in whole or in part on the Book (with similar look, premise, feel, characters, style, and contents), Author shall first offer the prequel or sequel to the Library in accordance with Section 14.0.

16.0 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the heirs, executors, or administrators of the Author and the successors or assigns of the Library. The Library may assign the Agreement, but only in its entirety, only in writing and the Library shall remain liable. The Author may assign any net sums due or to become due hereunder, but may not assign any rights or obligations of this Agreement. Each party must notify the other party of any such assignment

by that party. In the case of the death of the Author, the Author's heirs or the executor or administrator of the Author's estate shall notify the Library of the Author's death.

17.0 REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Author shall notify the other Party in writing of any changes to the following information within five working days of such change.

AUTHOR'S REPRESENTATIVE

Name: Jerry de Wilde

Title:

Address:

Mobile:

Email:

LIBRARY'S REPRESENTATIVE

Name: Susan Broman

Title: Assistant City Librarian

Address: 630 W. 5th Street
Los Angeles, CA 90071

Mobile: (213) 228-7515

Email: sbroman@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be transmitted by email and shall be deemed communicated as of the date transmitted.

If the name or email address of the person designated to receive the notices, demands, or communications is changed, written notice must be provided as described in this Agreement within five business days of such change.

18.0 APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The parties shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement.

In an action arising out of this Agreement, the parties consent to personal jurisdiction, and agree to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. The Parties agree that this Agreement supersedes and replaces all

other communications between the Parties, and represents the complete and entire agreement between them regarding the Book. This Agreement shall not be subject to change or modification in whole or in part, unless in writing and signed by both Parties. No waiver of any term or condition of this Agreement or any part thereof shall be deemed a waiver of any term or condition of this Agreement or of any breach of this Agreement or any part thereof.

Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations and covenants under this Agreement, and shall share equally in all royalties and other amounts to be paid under this Agreement, unless otherwise specified in a writing signed by all Parties.

19.0 TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for the City's convenience at any time by providing the Author 30 days of written notice. Upon receipt of the notice of termination, the Author shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate Author's activities. The City shall pay the Author their reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Author to effect the termination and Author shall be entitled to retain any monies paid to Author prior to the date of termination. Thereafter, the Author shall have no further claims against the City under this Agreement and all rights in and to the Manuscript and the then edited work shall revert to the Author with no further obligation to the Library.

20.0 INDEPENDENT CONTRACTOR

The Author is an independent contractor and not an agent or employee of the City. The Author shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be an agent or employee of the City.

21.0 LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE

For the duration of this Agreement, the Author shall maintain a valid Business Tax Registration Certificate as required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

22.0 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

22.1 The Author shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Author shall not discriminate in any of their hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual

orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

22.2 The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

22.3 The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Agreement.

22.4 The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

22.5 Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

23.0 CHILD SUPPORT ASSIGNMENT ORDERS

The Author shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Author shall comply with all applicable state and federal employment reporting requirements. Failure of the Author to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment shall constitute a default by the Author under this Agreement. Failure of the Author to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Author for work to be performed under this Agreement must include an identical provision.

24.0 CONTRACTOR RESPONSIBILITY ORDINANCE

The Author shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

25.0 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO AUTHOR

Notwithstanding any other provision of this Agreement, including any incorporated exhibits and attachments, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Author and the Author shall have no obligation to the Library unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. The Author agrees that any services provided by the Author, purchases made by the Author, or expenses incurred by the Author in excess of the appropriation(s) shall be free and without charge to the City, and the City shall have no obligation to pay for the services, purchases, or expenses. The Author shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

(SIGNATURE PAGE TO FOLLOW)

PUBLISHING AGREEMENT NO. _____

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

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

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
JERRY DE WILDE
Author

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By _____

Date _____