



SKYE PATRICK
Library Director



November 20, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO COUNTY LIBRARIAN
TO EXECUTE AN AGREEMENT WITH THE CITY OF SOUTH GATE FOR
CONTRIBUTIONS TO FACILITY IMPROVEMENTS AND LIBRARY SERVICES AT
HOLLYDALE AND LELAND R. WEAVER LIBRARIES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

The LA County Library (County Library) is requesting authority to execute a Memorandum of Understanding with the City of South Gate (City) for on-site facility improvements and library services for the Hollydale and Leland R. Weaver Libraries.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve and instruct the Chair to sign the attached 20-year Memorandum of Understanding (MOU) with the City of South Gate, for City contributions towards facility improvements at Hollydale Library and enhanced library services at Leland R. Weaver Library.
3. Delegate authority to the County Librarian, or her designee, to execute amendments to modify the City's future contributions to library services or terminate the agreement, subject to County Counsel and City Attorney's approval as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the City to reimburse County Library for Sunday services at Leland R. Weaver Library, located at 12000 S. Garfield Avenue, and make a contribution towards facility improvements at Hollydale Library, located at 4035 Tweedy Boulevard.

County Library has operated the Hollydale Library since 1966, and the Leland R. Weaver Library since 1973. County Library collects the City's share of property taxes allocated for library services to fund operating expenses at these two libraries located within the city of South Gate. On an annual basis, the County Library provides the City with a report of operating costs and property taxes collected for the Libraries. The annual base operating costs for these two libraries in the past fiscal years have exceeded the City's property taxes collected by the County for the libraries.

Since November 14, 2014, City has reimbursed County Library for Sunday library service hours at Leland Weaver Library, and this MOU will memorialize the terms of reimbursement and its continuation.

County Library will be performing on-site facility refreshes at the Hollydale Library, with an approximate cost of \$250,000. Refreshes include, but is not limited to, new self-check stations, addition of public-use computer stations, carpet replacement, signs, painting, HVAC additions and electrical upgrades. The lessor has granted a \$24,500 allowance for tenant improvements. The City will also contribute \$25,000 to this refresh through this MOU.

The City and the County will meet, as needed, to discuss the City's contribution towards enhancement of library services within their City and any agreement regarding such contribution will be memorialized in a written amendment. City contributions for operating costs will not exceed the difference between the property taxes collected and the annual operating expenses for the prior year and City contributions for enhancements will not exceed the cost of the improvement.

The City approved the agreement at the October 9, 2018 City Council's meeting.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Since November 2014, Sunday library service hours at the Leland R. Weaver are reimbursed by the City. The City will continue to fund the service as a reimbursement, payable on a quarterly basis, and this will be memorialized through this agreement.

Following the execution of this agreement the County Library intends to perform tenant improvement

refreshes at the Hollydale Library, with an approximate cost of \$250,000. The City will contribute one-time funding in the amount of \$25,000. Hollydale is a leased facility with PWS World Headquarters, LLC. A \$24,750 Tenant Improvement Allowance is included for this refreshment. The County Library will fund the balance of the total refresh. Funding for the total refresh cost is included in the County Library's FY 2018-19 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended agreement is authorized by Government Code Section 6502. The proposed agreement with the City will be approved as to form by County Counsel and City Attorney, and voted for approval by the City Council.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

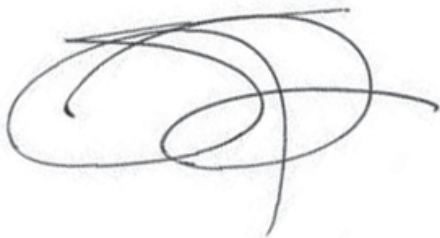
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement with the City will allow the improvement of the Hollydale Library and continuation of the Sunday services at Leland R. Weaver Library.

CONCLUSION

If you have any questions or need additional information, please contact Yolanda De Ramus at (562) 940-8412.

Respectfully submitted,



SKYE PATRICK
County Librarian

- c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF LOS ANGELES

AND THE

CITY OF SOUTH GATE

FOR

**CITY CONTRIBUTION TO ON-SITE FACILITY IMPROVEMENTS
AND LIBRARY SERVICES**

TABLE OF CONTENTS

RECITALS 1

A. TERM..... 2

B. SERVICE LEVELS..... 2

C. SERVICE LEVEL ADJUSTMENT 2

D. CONTRIBUTION..... 2

E. AMENDMENTS 3

F. NOTICES AND APPROVALS..... 3

G. SEVERABILITY 4

H. INDEMNITY 4

I. GOVERNING LAW AND FORUM..... 4

J. ENTIRE AGREEMENT 4

K. TERMINATION 4

SIGNATURES 5

ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF SOUTH GATE
FOR CITY CONTRIBUTION TO ON-SITE FACILITY IMPROVEMENTS
AND LIBRARY SERVICES**

This Memorandum of Understanding Agreement ("MOU") is made and entered into this _____ day of _____, 2018.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF SOUTH GATE, a municipal corporation, hereinafter referred to as "City".

RECITALS

WHEREAS, the County, by and through LA County Library, provides library services for residents of the City of South Gate through the Hollydale Library, located at 12000 South Garfield Avenue, and the Leland R. Weaver Library, located at 4035 Tweedy Boulevard, collectively "Libraries"; and

WHEREAS, the County collects a share of the City's property tax to fund library services for the residents of the City at the Libraries, including routine maintenance and repair of improvements; and

WHEREAS, the County and the City acknowledge that operating costs of the Libraries in the past fiscal year exceeded the amount collected by the County from the City's property taxes for the Libraries in such fiscal year; and

WHEREAS, the City desires to continue library services to its residents through the County Library System and is desirous of contributing towards on-site facility improvements to the Libraries and enhancement of basic library services provided by the County within their city; and

WHEREAS, on _____, 2018, the Los Angeles County Board of Supervisors (Board) delegated authority to the County Librarian to negotiate and execute an agreement with the City for contributions to on-site facility improvements and library services for the Libraries within the City; with contributions limited to the difference between the property taxes collected and the annual operating expenses for the prior year and on-site facility improvements limited to the cost of the improvement(s);

WHEREAS, on October 9, 2018, the South Gate City Council approved the execution of this MOU;

NOW, THEREFORE, in consideration of the mutual promises, covenants and

conditions set forth herein the parties hereto agree as follows:

A. TERM

This MOU will be effective on the date this MOU is executed by the County and the City and will remain in force until June 30, 2038, unless sooner terminated by either party in accordance with Section K of this MOU.

B. SERVICE LEVELS

The current Service Levels at the Libraries are as follows:

Hollydale Library:

Full time staff consists of:

- One (1) Community Library Manager (Librarian II)
- One (1) Library Assistant I

Open five (5) days for 34 hours a week:

Tuesday and Wednesday	12:00 pm to 8:00 pm
Thursday	10:00 am to 6:00 pm
Friday and Saturday	12:00 pm to 5:00 pm

Leland R. Weaver Library

Full time staff consists of:

- One (1) Community Library Manager (Librarian IV)
- One (1) Adults Services Librarian (Librarian I)
- One (1) Children's Services Librarian (Librarian I)
- One (1) Library Assistant II
- One (1) Library Assistant I

Open six (6) days for 48 hours a week:

Tuesday and Wednesday	10:00 pm to 8:00 pm
Thursday	10:00 am to 6:00 pm
Friday and Saturday	9:00 am to 5:00 pm
Sunday	1:00 pm to 5:00 pm

The County provides reference services, public access Internet computers, WiFi and children's and young adult programming including regularly scheduled toddler and preschool storytimes.

The County conducts routine maintenance and repair of the Libraries, including custodial, landscaping, and technological systems (telephones, internet connections etc.). To the extent the City may elect to pay the County to perform minor on-site facility improvements to the Libraries, the County shall meet with

the City to establish the design/work plan, share quotes obtained from vendors, and coordinate and manage the work to be performed.

C. SERVICE LEVEL ADJUSTMENT

By signing this MOU, the City acknowledges that the County retains sole responsibility for adjusting the Service Levels at the Libraries. County agrees that minimum Service Levels at the Libraries will be based on the property tax collected and will give the City reasonable notice if the minimum Service Levels will be reduced below the current Service Levels described in Paragraph B above.

D. CONTRIBUTION

On an annual basis, within 180 days following the end of each fiscal year, the County will provide to the City a report of operating costs and property tax collected for the Libraries in such fiscal year. Attachment I hereto is the County's Fiscal Year 2016/17 report.

The City and the County shall meet, as needed, to discuss the City's contribution towards enhancement of library services within their city in any fiscal year, and any agreement between the City and the County regarding such contribution in any such fiscal year shall be memorialized in a written amendment to this MOU.

The City acknowledges that, as will be provided in any written amendment for any fiscal year, contributed funds shall be used towards the operating costs and/or enhancements for library services within their City, and the amount for operating costs will not exceed the difference between the property taxes collected and the annual operating expenses for the prior year and the amount for enhancements will not exceed the cost of the improvement.

Notwithstanding anything in this Paragraph D to the contrary, Attachment II hereto, together with the Refurbishment Scope of Work and Estimated Costs set forth in Schedule 1 attached thereto, identifies the terms of the City's contribution for Fiscal Year 2017/18 as 1) an amount not to exceed \$25,000 for the actual, hard cost of construction of the improvements and refurbishment of the Hollydale Library as provided therein and 2) in an amount to reimburse the County for the costs of providing Sunday services at the Leland R. Weaver Library.

Following the execution and delivery of this MOU, the County at its sole cost (subject to payment of the contribution from the City as set forth in said Schedule 1) will commence the construction of the improvements and refurbishment of the Hollydale Library as provided in the scope of work set forth in said Schedule 1, will in a diligent and timely manner prosecute this construction of the improvements and refurbishment of the Hollydale Library to completion, and will substantially complete said construction of the improvements and refurbishment of the Hollydale Library not later than May, 2019 or a date mutually agreed to by both the City and the County. Future contributions, if any, of the City towards the

construction of the improvements and refurbishment of the Hollydale Library will be memorialized in an amendment to this MOU.

This MOU shall not be construed to place any limitations on the City's ability to raise funds for contribution to enhance the Libraries or for enhancement of basic library services within the City, nor shall this MOU limit the right of the City or the County to apply for and receive grants or State bond proceeds for library purposes.

E. AMENDMENTS

No representative of either the County or the City is authorized to make changes to any of the terms, obligations or conditions of this MOU, except through procedures set forth in this Section E.

Except as otherwise provided in this MOU, for any change requested by either party which affects any term or condition included in this MOU, a negotiated written Amendment to the MOU shall be prepared and executed by the County's and City's authorized representative and shall be subject to the approval of County Counsel and the South Gate City Council, respectively.

F. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

or such other place as may hereinafter be designated in writing to the County by the City. Notice served by mail upon the County shall be addressed to:

County Librarian
LA County Library
7400 E. Imperial Highway
Downey, California 90242

or such other place as may hereinafter be designated in writing to City by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

G. SEVERABILITY

If any provision of this MOU, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the MOU that can be given effect without invalid provision or application, and to this end the provisions of the MOU are severable.

H. INDEMNITY

The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this MOU.

The County shall indemnify, defend and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this MOU.

I. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this MOU shall be conducted in the courts of the County of Los Angeles State of California.

J. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

K. TERMINATION

Either party may unilaterally terminate this MOU for any reason upon giving not less than 120 days prior written notice to the other party specifying the effective date of such termination.

Notwithstanding the foregoing, neither party may give a written notice of termination of this MOU hereunder before the refurbishment of the Hollydale Library as provided in Schedule 1 to Attachment II hereto is substantially completed.

IN WITNESS WHEREOF, the City and the County have caused this MOU to be executed on the day, month and year first above written.

COUNTY OF LOS ANGELES

CITY OF SOUTH GATE

By: _____
Chair, Board of Supervisors

By: SEE ATTACHED

Maria Belen Bernal
Mayor

Attest:

Celia Zavala, Acting Executive Officer
of the Board of Supervisors

By _____

Attest:

SEE ATTACHED
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

SEE ATTACHED
Raul F. Salinas
City Attorney

Date

By SEE ATTACHED
Keever Rhodes Muir
Deputy County Counsel


Date

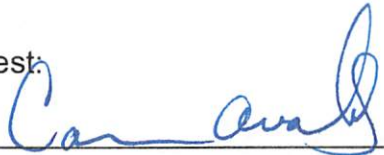
IN WITNESS WHEREOF, the City and the County have caused this MOU to be executed on the day, month and year first above written.

COUNTY OF LOS ANGELES

CITY OF SOUTH GATE

By: See attached
~~Skye Patrick Chair~~
~~County Librarian~~


By: 
Maria Belen Bernal
Mayor

Attest: 
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


Raul F. Salinas
City Attorney

10/09/18
Date

By:  9/18/18
Keever Rhodes Muir Date
Deputy County Counsel

ATTACHMENT I

ANNUAL OPERATING REPORT FISCAL YEAR 2016/17



County of Los Angeles Public Library
7400 East Imperial Hwy., Downey, CA 90242 • (562) 940-8400 • colapublib.org



November 13, 2017

Michael Flad
City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Mr. Flad:

The following information provides the cost for library service in your city as well as the collected property tax, special tax, and City contribution, if applicable. Please see the attached report for the Fiscal Year 2016-2017 cost of services detail.

Cost of Library Service		\$ 2,740,876
Revenue:		
• Property Tax Contribution	\$ 977,752	
• Special Tax Contribution	-	
• City Contribution	<u>98,088</u>	
Total Contribution		<u>1,075,840</u>
Surplus / (Deficit)		<u>\$(1,665,036)</u>

As always, I will be happy to discuss any questions that you might have or provide additional information.

Very best,

Skye Patrick
County Library Director

SP:EB:fd

Enclosure

c: Supervisor Hilda L. Solis

COUNTY OF LOS ANGELES SUPERVISORS

Hilda Solis
1st District

Mark Ridley-Thomas
2nd District

Sheila Kuehl
3rd District

Janice Hahn
4th District

Kathryn Barger
5th District

**County of Los Angeles Public Library
Operating Statement
Fiscal Year 2016-2017**

Leland R. Weaver Library
4035 Tweedy Blvd., South Gate

*Cost Code: 523
Org Code: 41331*

Operating Costs	Actual
Salaries and Employee Benefits	\$821,311
Services and Supplies	
Books and Materials	90,577
Lease-Buildings	0
Maintenance-Buildings and Grounds	100,956
Facilities Special Jobs	0
Professional and Special Services	34,800
Insurance	4,476
Supplies and Miscellaneous Exp	18,120
Utilities	79,219
Facilities Services Operations	183,751
Regional Operations	76,753
Acquisitions and Cataloging	39,019
Integrated Library System	24,284
Information Services	47,317
Equipment and Technology	0
Sub-Total Operating Costs	\$1,520,583
Support Costs	
Administration	235,461
Information Technology Equipment and Services	100,104
Public Services Programs	77,541
Countywide Overhead Charge	29,473
Sub-Total Support Costs	442,579
Total Cost of Service	\$1,963,162

Operating Revenue \$31,883

Note:

**County of Los Angeles Public Library
Operating Statement
Fiscal Year 2016-2017**

Hollydale Library
12000 S. Garfield Ave., South Gate

*Cost Code: 517
Org Code: 41325*

Operating Costs	<u>Actual</u>
Salaries and Employee Benefits	\$306,469
Services and Supplies	
Books and Materials	70,272
Lease-Buildings	51,043
Maintenance-Buildings and Grounds	40,707
Facilities Special Jobs	0
Professional and Special Services	3,303
Insurance	486
Supplies and Miscellaneous Exp	5,402
Utilities	19,651
Facilities Services Operations	45,322
Regional Operations	28,640
Acquisitions and Cataloging	30,272
Integrated Library System	6,896
Information Services	8,090
Equipment and Technology	0
Sub-Total Operating Costs	\$616,553
Support Costs	
Administration	87,861
Information Technology Equipment and Services	33,368
Public Services Programs	28,934
Countywide Overhead Charge	10,998
Sub-Total Support Costs	161,161
Total Cost of Service	\$777,714

Operating Revenue \$4,414

Note:

ATTACHMENT II

CITY CONTRIBUTION – FISCAL YEAR 2017/18

I. Hollydale Library:

The County and the City agree that the Hollydale Library is in need of general improvements and refurbishment. In support of improvements and refurbishments to the Hollydale Library, being more particularly described in the Refurbishment Scope of Work and Estimated Costs attached hereto as Schedule 1 to this Attachment II, the City agrees to contribute \$25,000 toward the actual, hard costs of construction of said improvements and refurbishment of the Hollydale Library. The City's \$25,000 contribution shall be paid in lump sum to the County within 30 days following the commencement of construction of said improvements and refurbishment of the Hollydale Library. In addition, as a term of the County's lease renewal for the Hollydale Library, PWS World Headquarters, LLC, agreed to a Tenant Improvement Allowance of \$24,750, and the County shall be solely responsible for procuring said Tenant Improvement Allowance from PWS World Headquarters, LLC. The County agrees to contribute a minimum of \$25,000 up to the total costs of the improvements and refurbishments as set forth in Schedule 1.

If the County determines at any time that it is unable to fund the project beyond the \$25,000, the City and the County will meet to mutually agree to a revised scope of work.

The County and the City will meet, as needed, to revise the Refurbishment Scope of Work and Estimated Costs attached hereto for the Hollydale Library per mutually agreed change orders. As the Project Manager, the County will be responsible at its sole cost for constructing the improvements and refurbishment of the Hollydale Library as set forth in the Refurbishment Scope of Work and Estimated Costs attached hereto, subject to payment of the contribution of the City, and will provide the City with periodic progress reports during the course of construction.

Following the completion of construction of the improvements and refurbishment of the Hollydale Library as forth in the Refurbishment Scope of Work and Estimated Costs attached hereto, the County and the City will meet, as needed, to mutually agree on any City contribution for the Fiscal Year 2017/18 Operating Costs for the Libraries which shall be memorialized in a written amendment to this MOU.

II. Leland R. Weaver Library:

The County and the City agree to provide Sunday library services, 4 hours, at the Leland R. Weaver Library. The City agrees to reimburse the County for all costs incurred for Sunday service and the County agrees to invoice the City on a quarterly basis for this service.

The County can terminate Sunday service if the City fails to reimburse the County within 60 days of receipt of a valid invoice. The City agrees to provide the County with a 30-day written notice to cancel reimbursement of Sunday service.

**SCHEDULE 1 TO ATTACHMENT II
CITY CONTRIBUTION – FISCAL YEAR 2017/18**

HOLLYDALE LIBRARY			
Refurbishment Scope of Work & Estimated Costs			
Scope	Comments	Responsibility	Estimated Cost
Circulation Desk	Demo old, design and install new two-staff circulation desk, two self-check stations and 1 book return.	ISD: Circulation Desk A/E Design; Demo, Build and Install new desk. PL: ITS	\$ 50,000
Computers	Replace current reference desk with eight (8) public-use computers and furniture.	PL: Maintenance and ITS	\$ 26,000
Flooring	Carpeting to be replaced. VCT installation connecting both public entrances and splitting library areas. Cove base installation.	ISD: Haz. Mat. Abatement; Demo Carpet. PL: Maintenance-Install Carpet, VCT and Cove Base.	\$ 47,000
Data & Cabling	Move data cables above ceiling tiles to move PC area towards center of library. 2 OPACS will be added. Removal of 1 power pole.	ISD: Move Data Cabling and Power Pole. PL: Maintenance and ITS- Install OPACS.	\$ 6,000
Print Release	Install new Xerox printer. A staff printer will be installed in the staff workroom.	PL: ITS	\$ 7,250
Signage	Demo old, and install new backlit signage along Garfield Ave. Rear lot-brushed aluminum signage installation, no lighting.	ISD	\$ 20,000
Bookdrop	Exterior bookdrop to be repainted/stenciled.	PL: Maintenance	\$ 250
Interior Walls	Paint all interior (non-brick) walls; drywall and paint wood accent wall.	PL: Maintenance	\$ 2,250
Digital Message Board	Install digital display near East exit.	PL: Maintenance and ITS	\$ 6,000
Shelving-	Exchange blonde for re-stained walnut shelving.	PL: Maintenance	\$ 800
Scope	Comments	Responsibility	Estimated Cost
Lighting	Retrofit with LED and install new lighting diffusers.	PL: Maintenance	\$ 12,000
Ceiling	Paint existing ceiling tile with	PL: Maintenance	\$ 1,000

	acoustical paint.		
Furniture	Teen Area furniture to be reupholstered. Children's Area furniture to be purchased.	PL: Public Services	\$ 25,000
Staff Workroom	Paint walls and ceiling tiles; remove existing sink and install counter-top to support staff printer. Remove wall shelving and install staff desk at SE corner of workroom.	PL: Maintenance	\$ 4,000
Teen Area	Two shelving units to be removed to create open lounge space.	PL: Maintenance	
Children's Area	Remove one row of shelving to create open space.	PL: Maintenance	
SUBTOTAL			\$ 207,550
ALTERNATE ADDS			
MCR Room	Install Split System (HVAC)	ISD	\$ 20,000
Electrical Panel Upgrade	Upgrade to 200A Service; install lighting contactors.	ISD	\$ 20,000
ALTERNATE ADDS TOTAL			\$ 40,000
GRAND TOTAL			\$ 247,550