LA COUNTY LIBRARY
7400 Imperial Hwy, Downey, CA 90242 | 562.940.8400

SKYE PATRICK, PH.D.
County Librarian

COUNTY OF LOS ANGELES SUPERVISORS

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 October 6, 2026

EDWARD YEN
EXECUTIVE OFFICER

October 6, 2026

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

Dear Supervisors:

DELEGATE AUTHORITY TO COUNTY LIBRARIAN TO EXECUTE AN AGREEMENT WITH BABY2BABY AND OTHER ORGANIZATIONS FOR DONATIONS OR LOANED EQUIPMENT AND ANY ASSOCIATED PROGRAMMING (ALL DISTRICTS) (3-VOTES)

SUBJECT

LA County Library (Library) is requesting that the Board of Supervisors (Board) delegate authority to the County Librarian, or designee, to negotiate and execute agreements with organizations to accept donated or loaned items or equipment for distribution or lending by Library to the community or use by Library for any associated programming.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are exempt under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record.

2. Authorize and delegate authority to the County Librarian, or designee, to execute, and, if necessary, amend or terminate the attached agreement with Baby2Baby, to accept donated essential baby and hygiene products for distribution through Library, approved as to form by County Counsel.

3. Authorize and delegate authority to the County Librarian, or designee, to negotiate, execute, and, if necessary, amend or terminate agreements with other organizations to accept donated or loaned items or equipment for distribution or lending by Library to the community or use by Library and to allow any associated programming, approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from CEQA and allow Library to receive and distribute or loan essential items to the community.

Baby2Baby
On April 5, 2022, the Board adopted a motion establishing a pilot program to provide hygiene products, essential baby gear, and other personal care items at select County facilities. Library partnered with various organizations, including Baby2Baby, to implement this program, and established distribution sites for items such as baby supplies and hygiene kits. To continue with the Baby2Baby partnership, Baby2Baby is requesting a formal agreement to be executed.

Additional Organizations
Additional organizations have also expressed interest in partnering with Library to donate or loan items for the Library to distribute, lend and use, including educational items, technology devices, and health-monitoring equipment. Many of these organizations are non-profits and have limited ability to take on any risk potentially generated through their donations or loaned goods. To this end, Library and County Counsel will negotiate formal agreements to incorporate any required indemnification and liability provisions associated with the donations or loans.

Library facilities, partner community locations and outreach events are safe, accessible, and community-centered spaces for Library to distribute, lend and use these much needed resources and associated programming.

The delegated authority will allow Library to respond quickly to donation opportunities, coordinate distribution events, on-going lending services, and Library use to ensure that donated or loaned items benefit underserved communities efficiently and educate the community effectively.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star I: Make Investments That Transform Lives; Focus Area A: Healthy Individuals and Families; Strategy II Improve Health Outcomes and North Star II: Foster Vibrant and Resilient Communities; Focus Area F, Community Connections; Strategy I, Engagement.

FISCAL IMPACT/FINANCING

The authority delegated to the County Librarian enables the Library to streamline acceptance and distribution, lending and use of donated or loaned items, at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 5, 2022, the Board adopted a motion to establish a pilot program to provide hygiene products, essential baby gear, and other personal care items at select County facilities. The recommended actions are consistent with that direction and allow the County to continue and expand these efforts by authorizing the Library to enter into agreements with Baby2Baby and other organizations to receive, distribute, lend and use donated and loaned items and equipment.

Additional agreements with other organizations will enable the Library to distribute, lend and use a broader range of donated or loaned items, including educational materials, technology devices, and health-related equipment to underserved communities. The agreements will not create a financial obligation for the County; however, Library and County Counsel will negotiate specific terms, including those addressing liability and indemnification.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are exempt from CEQA pursuant to CEQA Guidelines sections 15322 (Class 22 exemption) and 15323 (Class 23 exemption). The recommended actions, to continue providing educational, recreational, and health programming, resources, and services to the community at various Library locations, are within classes of activities that have been determined to not have a significant effect on the environment. In addition, based on the record, these actions will comply with all applicable regulations, are not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the County to support underserved families by promoting equity, improving community health and well-being, and expanding access to essential resources for underserved populations.

CONCLUSION

If there are any questions or there is a need for additional information, please contact Yolanda Pina, Chief Deputy Librarian, at (562) 940-8412.

Respectfully submitted,

Skye Patrick, Ph.D.
County Librarian

SP

Enclosures

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

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MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (this "**MOU**") is made effective as of (the "**Effective Date**"), _____by and between Baby2Baby, a California nonprofit public benefit corporation ("**Baby2Baby**") on the one hand, and the County of Los Angeles, a body corporate and politic, through LA County Library(the "**Organization**"), on the other hand. Baby2Baby and the Organization are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

I. DEFINITIONS

"**Essential Baby Gear**" includes, without limitation, items such strollers, diapers, cribs, clothing, hygiene products, and other essential items.

II. PURPOSE

The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to providing Essential Baby Gear to families in need.

III. TERM

The term of this MOU commences upon the Effective Date and shall continue until terminated. Either Party may terminate this MOU at any time by providing written notice to the other Party, and any such termination notice shall become effective as of the date of such termination notice. Notwithstanding anything to the contrary, in the event that the Organization breaches this MOU, or any of its representations and warranties shall become untrue, this MOU shall be immediately and automatically terminated without further action on behalf of either Party. Baby2Baby reserves the right to update and revise this MOU at any time and submit the updated MOU to each Party for a new signature.

IV. REPRESENTATIONS, RESPONSIBILITIES; ACKNOWLEDGEMENTS

The Organization hereby represents, warrants, and agrees that:

a) It is a tax-exempt entity pursuant to the laws of the United States Internal Revenue Code of 1986, as amended.
b) It is in good standing with any and all applicable governmental authorities, regulatory bodies, and other governing organizations, and further, that the Organization shall maintain good standing at all times hereunder.
c) At all times it shall comply with any and all policies and/or directives of Baby2Baby (the "**Policies**"), which shall be made available to the Organization, as applicable.
d) Any and all donated items from Baby2Baby, including Essential Baby Gear, is specifically for the distribution to the children and families in need served by such Organization. In addition, the Organization shall collect, store, and distribute the Essential Baby Gear in accordance with all applicable laws and Policies.
e) Such donated items, including Essential Baby Gear, shall not be retained, sold or distributed by or to, such Organization, the Organization's staff, or the general public.
f) It shall refrain from any action that is not in the best interests of Baby2Baby, and/or which may reasonably cause harm to Baby2Baby.

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g) Baby2Baby owns various intellectual properties, including logos, which the Organization agrees not to use Baby2Baby's name or intellectual property in any manner whatsoever, except with the prior written authorization of Baby2Baby's Co-CEOs, in each instance.
h) Except with respect to Essential Baby Gear donated hereunder, the Organization shall not acquire any right, title or interest in or to Baby2Baby or any property owned by Baby2Baby by reason of this MOU.
i) Baby2Baby may include, on its website(s), certain materials related to any Organization, including, without limitation, a hyperlink to the website(s) of such Organization, and the Organization's logo(s) as long as complaint with County Marketing specifications.
j) It shall keep all non-public information related to Baby2Baby strictly confidential, and not to disclose any information related to Baby2Baby without the prior written authorization of Baby2Baby's Co-CEOs, in each instance, except as required under any relevant laws, including without limitation the California Public Records Act.
k) It currently serves approximately 2.3 million library cardholders, adults, and children per year.

V. WAIVER OF LIABILITY; NO WARRANTIES

The Parties agree to release each other, their respective board members, officers, employees, and agents from any and all liability arising out of the goods donated pursuant to this MOU. In addition, the Organization assumes the responsibility for ensuring that all donated goods, including Essential Baby Gear is in good working order before distributing it, and hereby releases Baby2Baby and its board members, officers, employees, and agents from any and all liability related thereto. Notwithstanding anything to the contrary, the Parties hereby agree that Baby2Baby shall not distribute any donated goods to any person served by the Organization, and Baby2Baby makes no representations related to the quality or condition of any items donated to the Organization and Baby2Baby shall have no liability or responsibility related thereto.

DISCLAIMER OF WARRANTIES: The Parties hereby further acknowledge and agree that any and all items donated by Baby2Baby to the Organization, including but not limited to Essential Baby Gear, are donated to the Organization "**AS IS**" with all faults, and without any warranty from Baby2Baby. Baby2Baby hereby expressly disclaims each and every warranty on behalf of Baby2Baby, including any implied warranty of merchantability, fitness for a particular use, and any express warranty, and Baby2Baby makes no warranties of any kind with respect to any goods donated to the Organization.

VI. MISCELLANEOUS

a) This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof. Any term of this MOU may be amended only with the express written consent of Baby2Baby, and notice of any such amendment shall be made available or delivered to each Organization.
b) Unless the context of this MOU clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the terms "and" and "or" have, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or."
c) The breach of any term of this MOU by the Organization, as determined in Baby2Baby's

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discretion, shall result in an immediate termination of this MOU, which shall occur automatically and without further action on behalf of Baby2Baby.

d) This MOU shall not create any employer-employee, agency, joint venture, or partnership relationship between the Parties hereto. The Organization shall have no authority (and shall not hold itself out as having authority) to bind or otherwise act on behalf of Baby2Baby and the Organization shall not make any representations on Baby2Baby's behalf. For the avoidance of doubt, neither Party shall have the authority to assume or create any obligation or make any representation on behalf of the other Party, and each Party agrees that it will not act in any manner inconsistent with the foregoing.

e) Notwithstanding anything to the contrary, the Organization, on behalf of itself and its agents and representatives, agrees to indemnify, defend and hold harmless Baby2Baby and any of its agents and affiliates (including, without limitation, any sponsors), to the fullest extent permitted by law, from any and against any and all liabilities, damages, losses and expenses in connection with any direct or indirect claims, suits, actions, demands, judgments, penalties and fines, contractual or otherwise, arising in connection with: (1) any breach by the Organization of any of the terms of this MOU; (2) the willful misconduct or negligence of the Organization; or (3) any violation of law.

f) This MOU may be executed in any number of counterparts, which shall have the same effect as if all Parties had signed the same document, and all such counterparts together shall constitute one and the same instrument.

g) Any and all claims arising out of or related to this MOU, or any breach or interpretation thereof, including without limitation whether any part of this MOU, is invalid, illegal, unenforceable, or otherwise void or voidable, shall be subject to non-binding arbitration in Los Angeles, California, before a single neutral arbitrator, experienced in such matters, in accordance with the rules of the American Arbitration Association.

h) This MOU shall be governed by and construed in accordance with the 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.

i) Unless otherwise provided, all notices required or permitted by this MOU or applicable law shall be in writing and shall be delivered by certified or registered mail with return receipt requested and postage prepaid, or by a nationally recognized overnight courier, or by facsimile transmission or electronic mail, if such information is provided adjacent to the Party's signature. The addresses noted adjacent to the Party's signature shall be that Party's address for delivery or mailing of notices. Any Party providing a facsimile number or electronic mailing address adjacent to the Party's signature shall be deemed to consent to the delivery of all notices by facsimile transmission or electronic mail, as applicable. The Parties may, by written notice to the other, specify a different address for notice.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned Parties hereto have voluntarily executed this MOU as of the date first written above with full understanding of its consequences.

BABY2BABY:

Sign: DocuSigned by: Jen Armstrong 1F6FC8B2BF11411...

Name: Jen Armstrong

Title: Chief Operating Officer

ADDRESS FOR NOTICE:

5830 W. Jefferson Blvd.

Los Angeles, CA 90016

Email: courtney@baby2baby.org

ORGANIZATION:

LA County Library,

Sign: _____

Name: Skye Patrick, Ph.D.

Title: County Librarian

ADDRESS FOR NOTICE:

Deborah Anderson,

Deputy Director – Education & Engagement

7400 E. Imperial Hwy, Downey, CA 90242

danderson@library.lacounty.gov

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ 9/10/26
Casey Yourn
Sr. Deputy County Counsel
Date