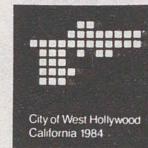


**City of
West Hollywood**



City Hall
8611 Santa Monica Boulevard
West Hollywood, CA 90069-4109
213 854-7471

July 28, 1989

Mr. Jack Carrel
Board President
International Gay and Lesbian Archives
P.O. Box 38100
Hollywood, CA 90038-0100

Dept of Human Services

Dear Jack,

I am writing in response to your letter dated July 21, 1989, regarding the draft contract between the City and the International Gay and Lesbian Archives. I have addressed your concerns in the order that they appear in your correspondence.

Archives

1) The term of our proposed contract is in fact for one year. The City Council in its action of September 19, 1989, approved staff recommendations which were as follows:

That the City provide storage and study space on the second floor (of the Werle building) for the International Gay and Lesbian Archives and the June B. Mazar collection for a time and period not to exceed two years; that staff be directed to negotiate and execute an agreement with both organizations to provide services to the City in exchange for the storage space.

In the event that the Werle building is available at the end of the one year contract period and IGLA has met the requirements of the contract it is conceivable that another contract could be negotiated.

- 2) We can amend the agreement to include the addresses that you have included in your letter.
- 3) The INDEMNIFICATION provision in the contract is required by our Insurance Carriers, City Attorney and Risk Manager.
- 4) The intent of the FEES provision of the contract is to insure that no West Hollywood resident is turned away for lack of funds and that any donation IGLA may receive will be used by IGLA on IGLA programs.
- 5) The GENERAL LIABILITY AND CRIME INSURANCE is a standard requirement of all agencies and is mandated by the City's insurance carriers, the City Attorney and the City's Risk Manager.
- 6) The amendment that you propose regarding "Authorized representatives of the City and their access to the premises" is unacceptable as it is not in keeping with the City's current Facilities Usage Policy. If IGLA is experiencing difficulties relating to unauthorized persons entering the premises it is a matter that we can deal with outside of the contract.
- 7) We have no problem changing the due date of the monthly report to the tenth working day of each month.
- 8) As I previously stated, the City's Contract is a one year agreement that can be renegotiated for an additional year. We believe that a two year strategic plan is necessary to insure that IGLA develop into a viable and stable resource for the community. While I believe the language in the MONITORING AND EVALUATION provision is self explanatory, our intention was to allow IGLA to develop the format for the quarterly status report. If need be, however, we would be glad to arrange a meeting between City staff and IGLA to assist in creating a format that would work for the both of us.
- 9) We believe that the draft contract only suggests that the organization needs to locate permanent quarters and staffing. The contractor in this contract is the International Gay and Lesbian Archives (IGLA). The language does not state that IGLA should in someway merge into a public library, museum or educational institution or for that matter dissolve in lieu of the material being managed by one of the aforementioned entities.
- 10) Exhibit A is not missing from Item 18. It was attached as a separate document titled "Exhibit A".
- 11) The termination notice in the draft contract is thirty (30) days and we are not willing to amend that provision.

12) In the BUILDING INSPECTION section we feel that the notification of any addition of materials, books, periodicals, office equipment, furniture and other items to the premises is essential to insuring the safety and structural stability of the building. We would be happy to meet with you and representatives of the City's Building and Safety Department to work out some system by which IGLA can bring new material into the location and at the same time purge equal amounts of material from the premises.

13) In response to your suggestions to amend Exhibit A we offer the following:

We would be willing to change the hours open to the public from 94 to 64 hours.

We believe that once the agreement is signed, it is imperative to begin providing service to the public immediately. However, we do recognize that IGLA will require "start-up" time. This should be one of the things we discuss during our next meeting.

We feel that the change from twelve (12) to six (6) educational workshops is a significant amendment. We suggest that during the first six months of the contract period IGLA provide two (2) educational workshops, one (1) every three (3) months; then, during the second six (6) months, IGLA perform six (6) educational workshops, one (1) every month for the remainder of the contract.

We do not have a problem amending the total number of Gay and Lesbian History displays from three (3) to two (2).

We do not have a problem changing the number of coordinating meetings with the Mazer collection from six (6) to four (4).

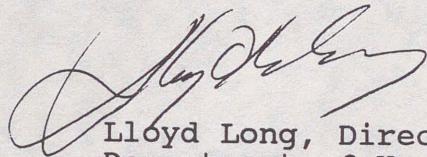
We would like to discuss with you the provision for interns and their hours. We are concerned that IGLA does not have qualified personnel on site to accommodate MLS student interns.

We will not include provisions in the contract that would limit City staff access to any part of the Werle building with or without IGLA personnel.

We are not willing to include language that would place the financial responsibility for relocating the IGLA collection. This, we believe, is the sole responsibility of IGLA and should be considered when planning for fund raising.

I have asked Ian Tanza to arrange a meeting with you to iron out these issues so that we may prepare a final document for signature.

Sincerely



Lloyd Long, Director
Department of Human Services

LRL/mm