

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

April 25, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR AGREEMENT C-143802 WITH STEVEN MCCLEAVE, DBA SJ MCCLEAVE EVENTS, TO TRANSFER AND ASSIGN ALL RIGHTS, TITLE AND INTEREST TO SJ MCCLEAVE EVENTS, INC.

A. RECOMMENDATIONS:

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

1. Approve the Assignment and Assumption Agreement substantially in the form on file with Steven McCleave, dba SJ McCleave Events ("Assignor"), to transfer and assign all rights, title and interest to Agreement No. C-143802 to SJ McCleave Events, Inc. ("Assignee").
2. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the agreement.
3. Authorize the Board President and the Board Secretary to execute the agreement upon completion of all required approvals.
4. Adopt the attached Resolution regarding the approval of the Assignment and Assumption Agreement for Special Events Coordinator Services.

B. STATEMENT OF FACTS:

1. On July 26, 2023, the Library and Steven McCleave, dba SJ McCleave Events, entered into Agreement No. C-143802 to provide professional and technical services to coordinate and oversee a wide range of special events at the Central Library and the 72 Branch Libraries on an as-needed and as-requested basis (Library Resolution No. 2022-40 [C-34]).
2. Library staff requests that the Board approve the Assignment and Assumption Agreement with Steven McCleave, dba SJ McCleave Events to transfer and assign all rights, title and interest in Agreement No. C-143802 to SJ McCleave Events, Inc.

3. The Assignment and Assumption Agreement has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Eloisa Sarao, Director of Facility Planning and Maintenance

Prepared by: Erica Thomsen, Management Aide

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

RESOLUTION

April 25, 2024

LIBRARY RESOLUTION NO. 2024-__ (C-__)

WHEREAS, on November 10, 2022, the Board of Library Commissioners (Board) awarded the contract for a Special Events Coordinator to Steven McCleave, dba SJ McCleave Events (Library Resolution No. 2022-40 [C-34]); and

WHEREAS, the aforementioned contract was executed on July 26, 2023; and Contractor legal name was listed as Steven McCleave, dba SJ McCleave Events; and

WHEREAS, on March 8, 2024, Steven McCleave, dba SJ McCleave Events requested to change their legal name to SJ McCleave Events, Inc.:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the Assignment and Assumption Agreement to Agreement No. C-143802 to transfer and assign all rights, title and interest to SJ McCleave Events, Inc.; and

FURTHER RESOLVED, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and

FURTHER RESOLVED, that the Board authorizes the Board President and the Board Secretary to execute the contract upon the completion of all required approvals.

This is a true copy:

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR
CITY OF LOS ANGELES CONTRACT NUMBER C-143802
BETWEEN
STEVEN MCCLEAVE, DBA SJ MCCLEAVE EVENTS
AND
SJ MCCLEAVE EVENTS, INC.
WITH THE CONSENT OF THE CITY OF LOS ANGELES**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made by and between Steven McCleave, DBA SJ McCleave Events (“Assignor”) and SJ McCleave Events, Inc. (“Assignee”), with the consent of the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “Board” or “Library”), with reference to the following:

WHEREAS, Assignor and Library entered into that certain Agreement Number C-143802, wherein Assignor agreed to provide to the Library certain special event coordinator services, said agreement having a term of July 26, 2023 through July 25, 2026 (the “Original Agreement”); and

WHEREAS, Assignor desires to transfer and assign all of Assignor’s rights, title, and interest in the Agreement to Assignee and to have Assignee assume Assignor’s duties and obligations under Agreement Number C-143802, and Assignee desires to accept and assume the same, all with the consent of the Library (the “Assignment”).

WHEREAS, upon assignment, Steven McCleave will remain in charge of operations, as the CEO and sole shareholder of Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct. The above recitals are incorporated herein, as if set forth in full.

2. Assignment by Assignor and Assumption by Assignee. Assignor hereby presently and irrevocably assigns to Assignee, as of the date of the last required signature below (“Effective Date”), all of Assignor’s rights, title and interest under the Agreement, and Assignee hereby presently fully accepts such assignment and fully assumes such assigned rights, title, and interest. Assignee further assumes any and all obligations of Assignor under the terms of the Agreement as of the Effective Date. Assignor shall remain liable for any and all costs, expenses and liabilities incurred or otherwise payable by Assignor in connection with the Agreement prior to the Effective Date, such costs, expenses and liabilities not being assumed by the Assignee.

3. Indemnification.

3.1 Assignor hereby agrees to indemnify, defend and hold harmless Assignee, and Assignee's directors, managers, officers, members, shareholders, partners, principals, employees, heirs, devisees, successors, assigns, agents and representatives (collectively, the "Assignee Indemnified Parties") from and against any claims, liabilities, costs and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignor's breach of this Assignment; or (ii) are asserted by any third parties against any Assignee Indemnified Parties with respect to the Agreement or this Assignment, which claims, liabilities, costs and expenses arise out of or relate to any act or omission before the Effective Date.

3.2 Assignee hereby agrees to indemnify, defend and hold Assignor, and Assignor's partners, employees, heirs, spouses, devisees, successors and assigns, agents and representatives (collectively, the "Assignor Indemnified Parties") harmless from and against any claims, liabilities, costs and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignee's breach of this Assignment; or (ii) are asserted by any third parties against any Assignor Indemnified Parties with respect to the Agreement or this Assignment, which claims, liabilities, costs and expenses arise out of or relate to any act or omission after the Effective Date.

4. General Provisions.

4.1 No Implied Waivers. No act, failure, or delay by Assignor or Assignee shall constitute a waiver of any of such party's rights and remedies. No single or partial waiver by Assignor or Assignee of any provision of this Assignment or of a breach or default hereunder or thereunder, or of any right or remedy which Assignor or Assignee may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Assignor or Assignee shall affect its rights to require strict performance of this Assignment.

4.2 Successors and Assigns. This Assignment shall bind the successors and assigns, and shall inure to the benefit of the successors and assigns, of Assignor and Assignee, respectively.

4.3 No Presumption Against Any Party. Neither this Assignment nor any uncertainty or ambiguity herein shall be construed or resolved against Assignor or Assignee, whether under any rule of construction or otherwise. On the contrary, this Assignment shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto. Neither party or the City shall be regarded as the drafting party.

4.4 Severability of Provisions. If any provision of this Assignment is for any reason held to be invalid, illegal or unenforceable in any respect, such provision shall not affect the validity, legality or enforceability of any other provision of this Assignment.

4.5 Entire Agreement; Amendments and Waivers. This Assignment constitutes the entire agreement between Assignee and Assignor pertaining to the subject matter contained herein and supersedes any and all previous agreements between the parties hereto regarding the subject matter hereto. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the party asserted to be bound thereby, and then such amendment or waiver shall be effective only in the specific instance and specific purpose for which given.

4.6 Governing Law. This Assignment shall be deemed to have been made in the State of California and the validity, construction, interpretation, and enforcement hereof, and the rights of the parties hereto, shall be determined under, governed by, and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of law.

4.7 Attorney's Fees. If any action or any arbitration or other legal proceeding is brought by any party hereto for the enforcement of this Agreement for any reason, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which such prevailing party may be entitled.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor

Assignee

STEVEN MCCLEAVE, DBA SJ
MCCLEAVE EVENTS

SJ MCCLEAVE EVENTS, INC.

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Valerie Lynne Shaw
President
Board of Library Commissioners

By: _____
Joshua M. Templet
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____
Raquel M. Borden
Secretary to the Board

By: _____

Date: _____

Date: _____