

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
STEVEN MCCLEAVE, DBA SJ MCCLEAVE EVENTS
FOR
SPECIAL EVENTS COORDINATOR SERVICES**

This Agreement is entered into by and between the City of Los Angeles (hereinafter "City"), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and Steven McCleave, dba SJ McCleave Events, (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, on August 26, 2021, the Board approved the release of a Request for Proposals for Special Events Coordinator Services (RFP) to find a qualified and experienced entity 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. 2021-24);

WHEREAS, on November 5, 2021, the RFP was released; on January 5, 2022, an addendum to the RFP was released to reschedule the Mandatory Pre-Proposal Conferences to January 13, 2022, and revise the proposal due date to February 25, 2022; and, on January 25, 2022, an addendum to the RFP was released to include a second mandatory pre-proposal conference on February 8, 2022, and revise the proposal due date to March 11, 2022;

WHEREAS, on March 11, 2022, the Library received three proposals from the following organizations:

- A. Davina Douthard, LLC
- B. Steven McCleave, dba SJ McCleave Events
- C. Utopia Worldwide

WHEREAS, Library staff reviewed the proposals and found all three to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and determined that the proposal submitted by Contractor best met the needs of the Library;

WHEREAS, subsequent to submitting the proposal, Contractor has requested that the hourly rate proposed be increased from \$50 per hour to \$55 per hour. This increase is lower than the rate proposed by Davina Douthard, LLC or Utopia Worldwide and would not change the final score or ranking. SJ McCleave states there have been significant increases in the cost of doing business since the proposal was submitted in March 2022;

WHEREAS, on November 10, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees;

WHEREAS, on November 10, 2022, the Board approved the award of a contract to Contractor for a term of three years in an amount not to exceed \$127,500 per fiscal year (July 1 - June 30) and approved the hourly rate increase from \$50 per hour to \$55 per hour; and,

WHEREAS, funds are available to compensate the Contractor for services in accordance with the Agreement.

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

I.0 DOCUMENTS

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- I.3 The Request for Proposals for Special Events Coordinator Services released on November 5, 2021, which is attached and incorporated by reference as Exhibit B.
- I.4 Contractor's response to the Request for Proposals for Special Events Coordinator Services, which is attached and incorporated by reference as Exhibit C.

2.0 ORDER OF PRECEDENCE

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The Request for Proposals for Special Events Coordinator Services released on November 5, 2021 (Exhibit B).
- 2.4 Contractor's response to the Request for Proposals for Special Events Coordinator Services (Exhibit C).

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

4.0 TERM OF AGREEMENT

The term of this Agreement shall be three years. The term of this Agreement shall begin upon the date of execution.

5.0 LIBRARY PERFORMANCE

The Library will request exhibition coordinator services in writing and as needed in accordance with this Agreement. This Agreement does not guarantee that the Library will need or request any minimum amount of services or materials.

6.0 SCOPE OF WORK

The special events coordinator will be expected to perform the following to best serve the expectations of Clients (i.e., persons or groups requesting the use of Library facilities or space):

6.1 Coordination

- a. Research and develop themes to best meet the purpose of the event and the scope (i.e., time, location, cost, etc.). Oversee, design, and manage all event logistics to meet the needs of the Client.
- b. Identify event staffing needs and generate requests for in-house coordination of services (i.e. docent tours, security officers, building maintenance, custodial services, event attendants, audio visual services, sign requests, freight and parking arrangements, etc.). Develop and distribute event requests to Library personnel and other agencies involved; provide continuous follow through communication. Schedule and attend all event planning meetings to determine costs, purpose, attendance, service needs, equipment needs, and all other activities to ensure a successful event.
- c. Research and assist the Client in the selection of the most cost-efficient vendors and contractors to provide the appropriate level of service for the event (e.g., catering, equipment rental, lighting, disc jockey, etc.).
- d. Conduct site inspections with Client and Client's contractors who wish to use the Library facilities. Communicate Library policy requirements to Client and Client's vendors.
- e. Create event proposals, menus, customized budgets, and invoices for the Client.
- f. Organize and/or coordinate all aspects of the event including vendor contact, staff requests, and sign requests.
- g. Input scheduled and tentative events on the Library's master event calendar.
- h. Prepare and modify events upon Clients' requests.

- i. Develop detailed event timelines with consideration for the Library's hours when open to the public and other scheduled events and programs.
- j. Submit applications for and acquire applicable City permits.
- k. Coordinate the approval of event plans with Los Angeles Fire Department (LAFD).
- l. Serve as liaison between Library staff, Client, Client's vendors, and contractors.
- m. Communicate event set-up and strike expectations (e.g., timeline and responsible parties to remove decorations, signage, tables, chairs, etc., from location) with Library staff, such as Event Attendants, Custodial, Security, Maintenance, and Audiovisual Consultant. Ensure correct signage for the event is prepared and posted in a timely manner.
- n. Provide on-site coordination (days, evenings, weekends), including set up and strike time, and ensure that Library policies governing the use of the facility are complied with and Library facilities are protected from damage.
- o. Create and maintain Client files. Track event payments and fees including check requests, invoicing and annual reporting.
- p. Participate in monthly calendar meetings with Library Management, Security, Custodial, Audiovisual Consultant, Public Relations and other relevant personnel to plan upcoming events and evaluate past events.

6.2 Public Relations/Marketing Function

- a. Respond to corporate, non-profit, weddings and all event inquiries from outside organizations via phone/email regarding use of Library space for meetings and special events.
- b. Respond to Library staff inquiries about Library-sponsored events. Assist with event concept and implementation.
- c. Coordinate appointments to meet with potential Clients, conduct site inspections of the facility, identify coordination issues and determine how best the Library facility can serve Client needs.
- d. Build and develop excellent client relationships to help ensure return business and positive word of mouth resulting in publicity and new business.
- e. Promote Library as an event site and solicit new business via networking events and industry events.

6.3 Administrative Tasks

- a. Prepare and distribute all event-related documents for each event to Library staff and Client.
- b. Assess needs and determine costs for events, including costs for security, custodial, audiovisual, and facility coordination services. Prepare Library permit forms outlining library personnel fees and send the proposed agreement to Client.
- c. Instruct the Client, vendors, and contractors to submit required insurance for approval to the City of Los Angeles website www.kwikcomply.org prior to event. Work with the Office of the City Administrative Officer and their risk managers to obtain required insurance requirement for an event.
- d. Obtain executed agreement and collect all rental and staff fees from Client prior to event.
- e. Conduct post event follow up with Library staff regarding any additional overtime required for which Client is responsible.
- f. Recommend and establish new procedures and forms required for meetings and special events held at the Central Library and branch library facilities.
- g. Maintain accurate event files for past and pending events, and prepare reports and statistics as requested by the Library.
- h. Assist in the development, issuance, and maintenance of a master calendar of events and database.

6.4 Work Schedule

The Contractor will work the hours that best meet the demands of the meetings or special events as they are scheduled by the Library to assure the success of the event. It is expected that between 20 to 50 hours per week will be required for the performance of services under this Agreement, depending upon the event schedule. This position requires flexibility with time, so that the Contractor is available when events are scheduled at the Library. The exact days and hours of the Contractor's work schedule will depend on the schedule of special events at Library facilities requiring the Contractor's services. From time to time, there may be mandatory events that will require the Contractor to remain on-site.

6.5 Worksite

The Library will provide Contractor workspace at Central Library located at 630 W. 5th Street, Los Angeles CA 90071. Library will provide general office items (e.g., landline telephone, two-way radio/walkie-talkie, a desk top computer) and may provide limited office supplies for the performance of the services to be provided.

6.6 Other

Contractor shall provide services and materials as proposed in the Contractor's response to the Request for Proposals for Special Events Coordinator Services (Exhibit C).

7.0 PAYMENT

Contractor shall not incur any costs (e.g., for labor, equipment, materials, mileage, or other expenses), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The amount payable to Contractor for services and materials during the term of this Agreement shall be as follows:

7.1 The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement.

7.2 The total contract amount shall not exceed \$127,500 per fiscal year (July 1 – June 30). No minimum amount of work or payment is guaranteed.

7.3 Labor costs shall be based on the number of hours as agreed upon by Library and Contractor, in writing, on a project-by-project basis. There shall be no revisions or increases to the number of hours without the written approval of the City Librarian or designee. The hourly rates shall be \$55.00 per hour.

7.4 All work under this contract shall be performed in a professional manner and all employees and subcontractors of Contractor shall conduct themselves accordingly. Contractor shall obtain City's written approval prior to assigning its employees or subcontractors to work at a Library branch or Library facility. Library shall have the right to require Contractor to remove Contractor's employees or subcontractors for carelessness, unprofessionalism, or otherwise objectionable actions or behavior.

7.5 Equipment, materials, and other expense items procured by Contractor shall be invoiced to the Library at actual cost to Contractor. Receipts shall be provided by Contractor with the invoice when reimbursement or payment is demanded by Contractor.

7.6 Mileage shall be invoiced by Contractor to Library at the Internal Revenue Service mileage reimbursement rate applicable at the time that the mileage expense is incurred.

8.0 BILLING AND INVOICES

8.1 Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

8.2 To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- a. Name and address of Contractor
- b. Name and address of City Department being billed (Library Department)
- c. Date of invoice and period covered
- d. Agreement Number or Authority Number
- e. Description of completed task and amount due for task
- f. Remittance address

8.3 All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

8.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library
Attention: Eloisa Sarao (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

8.5 Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of

services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding Section 4.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement without cause by providing 30 days of written notice to the other Party via personal delivery or registered or certified mail, postage prepaid, return receipt requested. In the event of termination, Contractor shall be paid for satisfactory work completed under this Agreement through the date of termination.

10.0 OWNERSHIP

All documents and records provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

11.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

12.0 CONTRACT REPRESENTATIVES

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

CONTRACTOR'S REPRESENTATIVE

Name: Steven J. McCleave
Title: Owner, SJ McCleave Events
Address: 630 West 6th Street
No. 507
Los Angeles, CA 90017
Telephone: (213) 444-9801
Email: sjmccleave@dslextreme.com

LIBRARY'S REPRESENTATIVE

Name: Eloisa Sarao
Title: Project Manager
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7463
Email: esarao@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

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

13.0 INDEPENDENT CONTRACTOR

Contractor's relationship to Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

14.0 RETENTION OF RECORDS

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the 48 months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

15.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

16.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm,

corporation, or other entity except on the prior direct written authorization of City or as required by law.

17.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media relating to this Agreement or Contractor's services hereunder to Library, and shall immediately contact Library to inform Library of the inquiry. Contractor shall comply with the procedures of City's Public Affairs staff regarding any communication with the news media relating to this Agreement or Contractor's services hereunder.

18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 16.0 ("Confidentiality") and 17.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

19.0 CONTINUED REQUIREMENTS

The requirements of Sections 16.0 ("Confidentiality"), 17.0 ("Contractor's Interaction with the Media"), and 18.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

20.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement, and therefore the Library cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

21.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." Library may terminate this Contract at any time if Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.

22.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
STEVEN J. MCCLEAVE
Owner
SJ McCleave Events

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
MICHAEL DUNDAS
Assistant City Attorney

By _____
RAQUEL BORDEN
Commission Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____