

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

December 8, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF AUDIOVISUAL CONSULTANT SERVICES CONTRACT TO  
OB1 FILMS, LLC**

**A. RECOMMENDATIONS:**

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

1. Award a contract, substantially in the form on file, to OB1 Films, LLC, to provide Audiovisual Consultant Services for the Library on an as-needed and as-requested basis and find the proposal submitted to be responsive to the Request for Proposals for Audiovisual Consultant Services (RFP).
2. Find, 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.
3. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract.
4. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
5. Adopt the attached Resolution regarding the award and execution of the contract between the Library and OB1 Films, LLC to provide Audiovisual Consultant services to the Library.

**B. STATEMENT OF FACTS:**

1. On August 26, 2021, the Board approved the release of a Request for Proposals for Audiovisual Consultant Services (RFP) to find a qualified and experienced entity to provide professional and technical services to manage, direct, plan, and coordinate the audiovisual, lighting and other technical aspects of meetings or productions staged in the Central Library Mark Taper Auditorium, Rotunda, Courtyards, meeting venues and other Library facilities (Library Resolution No. 2021-23).

2. The RFP was released on January 10, 2022, and Mandatory Pre-Proposal Conferences were held on February 23, 2022, and April 5, 2022. On May 3, 2022, the Library received two proposals:
  - A. OB1 Films, LLC
  - B. John Powell
3. Library staff reviewed the proposals and found both proposals to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals based on the criteria set forth in the RFP. OB1 Films, LLC received the highest overall score.
4. Staff recommends that OB1 Films, LLC be awarded the contract with a term of one year with two one-year options to renew at the discretion of the City Librarian, or designee, in an amount not to exceed \$129,800 per fiscal year (July 1 – June 30). No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.
5. The Library does not have the appropriate staff in its employ to perform the services required. Staff therefore requests that the Board find 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.
6. Funds are available in Contractual Services Account 3040 to compensate the Contractor for services in accordance with the contract.
7. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

#### Attachments

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

Prepared by: Deirdre Gomez, Senior Management Analyst (Retired)  
Robert Morales, Senior Management Analyst (Retired)

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

NEXT PAGE: Resolution

**LIBRARY RESOLUTION NO. 2022-XX (C-XX)**

**WHEREAS**, on August 26, 2021, the Board of Library Commissioners (Board) approved the release of a Request for Proposals for Audiovisual Consultant Services (RFP) to find a qualified and experienced entity to provide professional and technical services to manage, direct, plan, and coordinate the audiovisual, lighting and other technical aspects of meetings or productions staged in the Central Library Mark Taper Auditorium, Rotunda, Courtyards, or other Library facilities (Library Resolution No. 2021-23);

**WHEREAS**, on January 10, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on February 23, 2022 and April 5, 2022. On May 3, 2022, the Library received two proposals: 1) OB1 Films, LLC and 2) John Powell; and

**WHEREAS**, Library staff reviewed the proposals and found both to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and OB1 Films, LLC received the highest overall score and was found to best meet the needs of the Library;

**WHEREAS**, on December 8, 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 December 8, 2022, the Board approved the award of a contract to OB1 Films, LLC for a term of one year with two one-year options to renew at the discretion of the City Librarian, or designee; in an amount not to exceed \$129,800 per fiscal year (July 1 – June 30). No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis; and

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

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with OB1 Films, LLC to provide Audiovisual Consultant Services as stated in the report;

**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 completion of all required approvals.

NEXT PAGE: Agreement

**AGREEMENT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
OB1 FILMS, LLC  
FOR AUDIOVISUAL CONSULTANT 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 OB1 Films, LLC (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 Audiovisual Consultant Services (RFP) to find a qualified and experienced entity to provide professional and technical services to manage, direct, plan, and coordinate the audiovisual, lighting, and other technical aspects of meetings or productions staged in the Central Library Mark Taper Auditorium, Rotunda, Courtyards, or other Library facilities (Library Resolution No. 2021-23);

**WHEREAS**, on January 10, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on February 23, 2022 and April 5, 2022. On May 3, 2022, the Library received two proposals;

**WHEREAS**, Library staff reviewed the proposals and found both to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and OB1 Films, LLC received the highest overall score and was found to best meet the needs of the Library;

**WHEREAS**, on December 8, 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 December 8, 2022, the Board approved the award of a contract to Contractor for a term of one year with two one-year options to renew at the discretion of the City Librarian, or designee, in an amount not to exceed \$129,800 per fiscal year (July 1 – June 30). No amount of work or compensation is guaranteed, and all work will be performed on an as-needed and as-requested basis; 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 is attached and incorporated by reference as Exhibit A.
- I.3 The Request for Proposals for Audiovisual Consultant Services released on January 10, 2022, which is attached and incorporated by reference as Exhibit B.
- I.4 Contractor's response to the Request for Proposals for Audiovisual Consultant 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 Audiovisual Consultant Services released on January 10, 2022 (Exhibit B).
- 2.4 Contractor's response to the Request for Proposals for Audiovisual Consultant 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 for one year with two one-year options to renew at the discretion of the City Librarian, or designee. The initial term of this Agreement shall begin upon the date of execution.

## **5.0 LIBRARY PERFORMANCE**

The Library will request audiovisual services in writing and as-needed in accordance with this Agreement. There is no minimum amount of work, services to be requested, or materials guaranteed in this Agreement.

## **6.0 SCOPE OF WORK**

The Contractor will be expected to perform the following:

- 6.1** Coordinate, produce, direct, and stage presentations, including, but not limited to, recitations, plays, musicals, mime shows, puppet shows, chamber music, and meetings.
- 6.2** Plan, design, direct, produce, and manage sound, light, computer interfaces with other audiovisual equipment, video, slides, films, and set arrangements and coordinate related construction projects as necessary.
- 6.3** Recommend the most practical, suitable, and economically feasible equipment needed for each Library venue. Oversee labor for installation of equipment.
- 6.4** Recommend construction work necessary to improve the technical and audiovisual capabilities of various Library venues including but not limited to branch library facilities, utilizing a working knowledge of plumbing, electrical, and other building trades.
- 6.5** Coordinate the use of appropriate freelance and/or other temporary personnel as needed to provide technical and stage support.
- 6.6** Schedule and train Library personnel on technical functions of audiovisual equipment such as use of a projector, DVR, etc.
- 6.7** Meet and interact with prospective corporate, private, and government customers requesting to use Library facilities and equipment for meetings and events. Meet with presenters, artists, and performers to determine their production requirements.
- 6.8** Develop written instructions and procedures for use of audiovisual equipment in all Library venues. Provide written ad-hoc reports as needed and as requested.
- 6.9** Resolve technical problems and repair equipment when possible, or arrange for outside repair as necessary upon advance approval by the Director of Facility Planning and Maintenance or designee.
- 6.10** Assist in maintaining facilities calendar computer database.

**6.11 Work Site**

Contractor will be provided work space on an as-needed basis in the Central Library facility at 630 W. Fifth Street, Los Angeles, CA, 90071, to perform the requested duties and ensure successful programs.

**6.12 Other**

Contractor shall provide services and materials as proposed in the Contractor's response to the Request for Proposals for Audiovisual Consultant 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 not exceed \$129,800 per fiscal year (July 1 – June 30). No minimum amount of work or payment is guaranteed.

**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 under personal services agreements are measured against services as 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 5<sup>th</sup> 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 on 30 days written notice by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the other Party. In the event of termination, Contractor shall be paid for satisfactory work completed under this Agreement through the effective date of termination.



**10.0 OWNERSHIP**

All documents and records (hereinafter collectively referred to as "documents") 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 the 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: Ogden Bass  
Title: CEO, OB1 Films, LLC  
Address: 7161 North Atlantic Place  
Long Beach, CA 90805  
  
Mobile: 818-284-3221  
Office: 818-284-3221  
Email: OB1Films007@gmail.com

**LIBRARY'S REPRESENTATIVE**

Name: Eloisa Sarao  
Title: Project Manager  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7463  
Email: [esarao@lapl.org](mailto: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 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 connections 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. The City has no obligation to 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 to Library, shall immediately contact Library to inform Library of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the 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 the Contractor providing services to the 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 can neither 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.1la.org](http://www.1la.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 \_\_\_\_\_  
OGDEN BASS  
CEO  
OB1 Films, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_