

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

August 27 2020

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF A SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 795 WITH SAM MELLON AND CLAUDIA BOHN-SPECTOR DBA MICRONAUT TO CONTINUE PROVIDING EXHIBIT COORDINATOR SERVICES THAT MEET THE LIBRARY'S EXHIBITION NEEDS**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Approve Supplemental Agreement No. 1 to Contract Number 795, substantially in the form on file, with Sam Mellon and Claudia Bohn-Spector, a Partnership dba MICRONAUT (MICRONAUT), to extend the three (3) year term of agreement with MICRONAUT for one (1) additional fiscal year, July 1, 2020 to June 30, 2021, for an amount of \$100,000 for a total amount not to exceed \$400,000;
2. Approve Supplemental Agreement No. 1 between MICRONAUT and Library staff to allow sufficient time to continue the provision of Services and allow LAPL time to create a Request for Proposal (RFP) and a new contract execution.
3. Find, in accordance with Charter Sections 371(e)(10) and 1022, as well as Los Angeles Administrative Code Section 10.15(a)(10), that this work can be performed more economically by an independent contractor than by City employees, and that the use of competitive bidding would be impractical due to the temporary nature of these services.
4. Authorize the President of the Board of Library Commissioners to execute Supplemental Agreement No.1; and
5. Authorize the City Librarian or the City Attorney to make technical changes if needed to Supplemental Agreement No. 1.
6. Adopt the attached Resolution regarding Supplemental Agreement No. 1 between the Los Angeles Public Library (LAPL) and MICRONAUT to continue to provide exhibit coordinator services.

B. FACTUAL SUMMARY:

1. On June 21, 2017, the Board approved an Agreement, Contract No. 795, for a term of three (3) years, and with maximum annual contract compensation of \$100,000, for Sam Mellon and Claudia Bohn-Spector, a Partnership dba MICRONAUT (MICRONAUT) to provide professional exhibition coordinator services to meet the exhibition needs of the Library (Library Resolution No. 2017-11 [C-11]). The scope of work included planning, organizing, coordinating and managing Library exhibitions. The scope of work also included fabrication, production and installation, curating exhibitions from the Library's collections, art handling, and enhancing exhibition visibility. Contract Number 795 was executed on June 21, 2017, and expired on June 21, 2020.
2. Library staff requests approval of Supplemental Agreement No. 1 to Contract No. 795 for a term of one (1) additional fiscal year from the date of execution, not to exceed \$100,000. The funds are required for MICRONAUT to complete existing and ongoing exhibitions services for LAPL and allow LAPL time to create an RFP and new contract execution.
3. MICRONAUT has demonstrated the skills and expertise necessary to successfully perform the requested services and meet the expectations of LAPL. During the current term of the contract, MICRONAUT has curated 15 library exhibitions and is currently curating three exhibitions, and has plans for several future exhibits. Collaborating with librarians, MICRONAUT has developed public programs in conjunction with some exhibits. MICRONAUT has also been successful in working with the LAPL Public Relations Office on public display signs and collateral materials. The Los Angeles Public Library requires MICRONAUT's curatorial services for an additional year to implement and manage the current and impending exhibitions.
4. Due to the need for Contractor's services to be provided on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
5. Funds are available in the Contractual Services, Account 3040 to continue this exhibit coordinator service.

Attachment: Supplemental Agreement No. 1 to Contract No. 795
Resolution Supplemental Agreement No. 1 to Contract No. 795

Prepared by: Project Manager Jené Brown, Principal Librarian

Reviewed by: Madeleine M. Rackley, Business Manager
Deirdre Gomez, Senior Management Analyst

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JOHN F. SZABO
CITY LIBRARIAN

August 27, 2020

LIBRARY RESOLUTION NO. 2020-XX (C-XX)

WHEREAS, on June 21, 2017, Library (LAPL) and Sam Mellon and Claudia Bohn-Spector, a Partnership dba MICRONAUT (MICRONAUT) entered into Contract No. 795 for three years to provide Exhibition Coordinator Services (Services) for the Los Angeles Public Library (LAPL) (Library Resolution No. 2017-11 [C-11]); and

WHEREAS, LAPL seeks to extend the three (3) year term of agreement with MICRONAUT for one (1) additional year from the date of execution of Supplemental Agreement No. 1 for an amount of \$100,000, for a total amount not to exceed \$400,000; and

WHEREAS, the Supplemental Agreement No. 1 will allow MICRONAUT and LAPL sufficient time to continue the provision of Services and allow LAPL time to create a Request for Proposal and a new contract execution; and

WHEREAS, MICRONAUT has agreed to the requested contract term extension and desires to continue to provide professional exhibition coordinator services at the Central Library and branch library facilities on an as needed basis to meet the exhibition needs of LAPL in accordance with the same terms and conditions of Contract No. 795, except as revised by this Supplemental Agreement No. 1; and

WHEREAS, on August 27, 2020, Board approved the execution of Supplemental Agreement No. 1 to Contract No, 795; and

WHEREAS, the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10), and 1022; as well as Los Angeles Administrative Code Section 10.15(a)(10), that the work can be performed more economically by an independent contractor than by City employees, and the use of competitive bidding would be impractical due to the temporary nature of the services; and

WHEREAS, the MICRONAUT has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of LAPL; and

WHEREAS, on August 27, 2020 the Board approved the following Ratification Clause which will be added to Section V. Add SECTION 15 ("RATIFICATION CLAUSE") to Supplemental No. 1 to Contract No. 795 to include the following:

"Due to the need for Contractor's services to be provided on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified."

WHEREAS, LAPL has sufficient funds available within the Funds are available in the Contractual Services, Account 3040 to compensate the MICRONAUT for materials and services provided under this Supplemental Agreement No. 1 to Contract No. 795; and

THEREFORE, RESOLVED, that the Board of Library Commissioners award Supplemental Agreement No. 1 to Contract No. 795 for a period of one year from the date of execution by the Board to Sam Mellon and Claudia Bohn-Spector, a Partnership dba MICRONAUT (MICRONAUT), to continue providing professional exhibit coordinator services to plan, organize/coordinate, and manage exhibitions in accordance with the same terms and conditions of Contract 795, except as revised by this Supplemental Agreement No. 1, at the Central Library and other Library facilities; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make technical changes if needed to the RFP; and

FURTHER RESOLVED, that the Board President is authorized to execute the contract.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

**SUPPLEMENTAL AGREEMENT NO. 1
TO CONTRACT NO. 795
BETWEEN THE LOS ANGELES PUBLIC LIBRARY
AND
SAM MELLON AND CLAUDIA BOHN-SPECTOR
A PARTNERSHIP DBA MICRONAUT FOR
EXHIBITION COORDINATOR SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract No. 795 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter referred to as "City", "Board", or "Library"), and Sam Mellon and Claudia Bohn Spector, a Partnership DBA as MICRONAUT (hereinafter "Contractor") to provide professional exhibit coordinator services at the Central Library and branch library facilities on an as needed basis to meet the exhibition needs of the Library.

WHEREAS, on June 21, 2017, Library and Contractor entered into Contract No. 795 to provide professional exhibit coordinator services at the Central Library and branch library facilities on an as needed basis to meet the exhibition needs of the Library for the term of three (3) years; and

WHEREAS, Library seeks to extend the term of the agreement with Contractor (1) one additional year to allow Contractor and Library staff sufficient time to complete the existing and impending library exhibitions; and

WHEREAS, completing Supplemental Agreement No. 1 to extend the Contract to June 21, 2021 will enable the Library time to create the RFP and a new contract execution prior to June 21, 2021; and

WHEREAS, Contractor has agreed to the requested contract term extension and desires to continue to provide professional exhibition coordinator services at the Central Library and branch library facilities on an as needed basis to meet the exhibition needs of the Library in accordance with the same terms and conditions of Contract No. 795, except as revised by this Supplemental Agreement No.1; and

WHEREAS, on August 27, 2020, Board approved the execution of this Supplemental Agreement No. 1 to Contract No. 795 (Board Resolution No. 19-XX [C-XX]); and

WHEREAS, Library has sufficient funds available to compensate Contractor for materials and services provided under this Supplemental Agreement No. 1 to Contract No. 795; and

WHEREAS, Contractor has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and

WHEREAS, On August 27, 2020, the Board of Library Commissioners found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical and feasible to have the work performed by an independent contractor than by City employees and that the use of competitive bidding would be undesirable and impractical because the Contractor intends to complete the curation of the current exhibitions within the term of the proposed Supplemental Agreement No. 1.

NOW, THEREFORE, Contract No.795 is attached hereto as Attachment 1 and is incorporated herein by reference. The Library and Contractor agree that Contract No. 795 be revised as follows:

I. SECTION 1.0 (“DOCUMENTS”) shall be replaced in its entirety as follows:

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

- a. This Supplemental Agreement No. 1 to Contract No. 795;
- b. Contract No.795.
- c. Standard Provisions for City Contracts (Standard Provisions; Rev. 10/17) [v.3]);
- d. Proof of Insurance.

II. SECTION 2.0 (“ORDER OF PRECEDENCE”) shall be replaced in its entirety as follows:

“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 for Exhibition Coordinator Services for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. This Supplemental Agreement No. 1 to Contract No. 795;
- b. Contract No. 795;
- c. Standard Provisions for City Contracts (Standard Provisions; Rev. 10/17) [v.3]);
- d. Proof of Insurance.

III. SECTION 3.0 (“VENDOR’S RESPONSIBILITIES”) shall be amended to replace Subsection 3.2 Scope of Work in its entirety.

SCOPE OF WORK

The selected Exhibition Coordinator will be expected to perform the following duties:

1. Project Management

- a. Primary liaison and facilitator between the Library staff, the exhibition organizer and public programs.
- b. Identify and solicit potential exhibitions in accordance with established organizational and marketing goals.
- c. Schedule, plan, manage and organize exhibitions. Organize, schedule, plan and manage installations & de-installations of exhibitions.
- d. Review and offer professional advice regarding exhibition proposals submitted to the Library.
- e. Compile exhibition budgets in conjunction with staff. Compile exhibition budgets that cover all exhibition aspects in conjunction with staff.
- f. Organize/coordinate all aspects of the exhibit including vendor contact, staff requests, security and sign requests. Organize/coordinate all aspects of the exhibit including vendor contact, staff requests, production, mounting, lighting, security and sign requests.
- g. Review and assist Library staff in the maintenance and updating of the master calendar for exhibits.

2. Curate or co-curate exhibitions from the Library’s Collections

Coordinate with Library staff for all exhibits involving the Library’s collections.

3. Exhibition Component Fabrication, Production and Installation

- a. Coordinate all production processes for exhibition spaces.
- b. Work with vendors and the City of Los Angeles’ General Services Department to fabricate exhibition systems and hardware for the galleries. Work with vendors and the City of Los Angeles’ General Services Department to fabricate exhibition walls, furniture and display essentials.
- c. Coordinate any environment controls such as lighting and temperature with building management personnel.
- d. Secure, arrange, install and maintain temporary and permanent galleries. Arrange, install, light, secure and maintain temporary and permanent galleries.
- e. Update existing exhibits and galleries as requested by Library.
- f. Provide services related to preparation, design, framing and hanging of exhibitions, including supervision of the preparatory staff. Provide services and supervision related to preparation, design, framing, hanging and lighting of exhibitions.

4. Art Handling and Collection Management

- a. Provide expert art handling and collection management.
- b. Act as registrar in setting up and maintaining condition reports for all artwork and artifacts on receipt and dispersal.
- c. Work with Library staff and General Services Department for art storage,

climate control and light levels. Work with Library staff for art shipments and temporary art storage.

- d. Implement and maintain collection/exhibit object records.
- e. Package and transport art work and/or contract appropriate vendors.
- f. Arrange for insuring and transporting objects and exhibitions.
- g. Arrange for necessary restoration of works.
- h. Contact collectors and professional groups to obtain use of art work for exhibitions.
- i. Review Object Lists for sensitive media and maintain acceptable, restrictive light levels.

5. Enhancement of Exhibition Visibility

- a. Work with Public Relations staff to increase public awareness of exhibitions.
- b. Work with Public Relations and the Library Foundation on collateral materials.
- c. Develop public programming around exhibitions for different age levels.
- d. Develop guided tours of exhibitions.

6. Special Projects

- a. Create and coordinate a docent training program.
- b. Create a docent manual for Getty Gallery.
- c. Prepare an orientation manual for Central Library docents with special inserts for exhibitions.

7. Additional Duties

The Exhibition Coordinator will ensure that a complete proposal from other venues include: an item list with insurance values; an adequate amount of visuals for staff to obtain an understanding of the exhibit; meaningful text and captions; any necessary environmental control; rental and shipping costs; funding and sponsorship opportunities; and, handling, packing, shipping, insurance and applicable security requirements.

8. Work Schedule

The selected Exhibit Coordinator will work the hours that meet the demands of the exhibition(s). It is expected that an average of between 20 to 50 hours per week will be required for performance of services under the prospective agreement. However, there is no guarantee of the number of hours that will be required. Flexibility with time is a must for the successful proposer. Prudence for pre-production, production into installation timelines is essential for the balance of budgetary action and reasonable labor. The exact days and hours of the Coordinator's work schedule will depend on the schedule of exhibitions at the Library facilities that require the Coordinator's services.

9. Work Site

The selected Exhibit Coordinator 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 a successful exhibit.

III. SECTION 6.0 (“TERM OF AGREEMENT”) shall be replaced in its entirety as follows:

“This Agreement shall commence on the date of execution by the Board and shall continue until June 21, 2021.

IV. SECTION 7.0 (“PAYMENT”) shall be replaced in its entirety as follows:

The amount payable to Vendor for materials and services as proposed in the aforementioned SECTION 3.0 (“VENDOR’S RESPONSIBILITIES”) during the term of this Agreement shall be at a rate of no more than Fifty-Six Dollars (\$56.00) per hour. The Library’s obligation to make payments under this Agreement shall be limited to the current fiscal year (July 1, 2020– June 30, 2021). No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Vendor will not exceed \$100,000.00 per current fiscal year (July 1, 2020– June 30, 2021).

V. Add SECTION 15 (“RATIFICATION CLAUSE”)

“Due to the need for Contractor’s services to be provided on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor’s services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.”

VI. Add SECTION 16.0 (“INDEPENDENT CONTRACTOR”)

“Contractor’s relationship to City 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.”

VII. Add SECTION 17.0 (“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 forty-eight (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 forty-eight (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.”

VIII. Add SECTION 18.0 (“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.”

IX. Add SECTION 19.0 (“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 Library’s Public Relations staff regarding statements to the media relating to this Agreement or Contractor’s services hereunder.”

X. Add SECTION 20.0 (“REQUIREMENTS APPLY TO ALL SUBCONTRACTORS”)

“The Contractor will ensure that the requirements of Section 12.0 of the original Agreement and Section 19.0 above are provided to and apply to all subcontractors of this Agreement.”

XI. Add SECTION 21.0 (“CONTINUED REQUIREMENTS”)

“The requirements of the original Agreement Section 12.0 and Sections 19.0, and 20.0 above survive termination of the Agreement.”

XII. Add SECTION 22.0 (“BORDER WALL BID DISCLOSURE”)

“Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 et seq., “Disclosure of Border Wall Contracting.” City may terminate this Agreement at any time if City 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.”

XIII. Add SECTION 23.0 (“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 (3) duplicate originals, each of which is deemed to be an original.”

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement No.1 to Contract No. 795 to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

Date _____

By _____
CLAUDIA BOHN-SPECTOR, Partner
DBA MICRONAUT

Date _____

By _____
SAM MELLON, Partner DBA
MICRONAUT

Date _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By _____
BASIA JANKOWSKI
Deputy City Attorney

Date _____

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____