

CITY CLERK FOR PLACEMENT ON NEXT  
REGULAR COUNCIL AGENDA TO BE POSTED #52

## MOTION

The Councilwoman of the Seventh District has expressed the need for a personal services contract with Counterintuity, LLC, for expertise the Councilwoman needs relative to her Council Office that is not otherwise available. The proposed services to be performed are of an expert and technical nature and are temporary and occasional in character. The term of the contract will be from February 1, 2024 to January 31, 2025 and the Contractor is to receive an amount not to exceed \$14,100 for its services. There are funds available in the Council Office Budget to meet this request.

I THEREFORE MOVE that the attached personal services contract with Counterintuity, LLC for providing services to the Seventh Council District as set for therein, be approved.

I FURTHER MOVE that the Councilwoman of the Seventh District be authorized to execute this contract on behalf of the City, and that the City Clerk is instructed to encumber the necessary funds against the Contractual Services Account of the Council Fund for Fiscal Year 2023-2024 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:

  
MONICA RODRIGUEZ  
Councilwoman, 7<sup>th</sup> District

SECONDED BY:



ORIGINAL

as



MAR 15 2024

AGREEMENT NUMBER C-  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
COUNTERINTUITY, LLC  
FOR WEBSITE MAINTENANCE SERVICES

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter "CITY") by and through the Seventh Council District ("7th Council District" herein) and COUNTERINTUITY, LLC, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 7<sup>th</sup> Council District is in need of website maintenance services; and

WHEREAS, the 7<sup>th</sup> Council District does not currently have staff with website maintenance expertise; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by CITY employees; and

WHEREAS, the services to be performed by the CONTRACTOR are for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Los Angeles City Charter Section 371 is neither practicable nor advantageous; and

WHEREAS, the CONTRACTOR is an agency with extensive expertise in digital marketing and has worked for more than ten years providing services such as website development and maintenance to businesses, non-profit organizations, and government agencies such as the City of Burbank, Los Angeles Department of Water and Power, and local elected officials; and

WHEREAS, the necessary funds are available in the Council Office Budget and have been appropriated for such purposes:

NOW THEREFORE, the parties hereto do hereby agree as follows:

As requested by the Councilwoman of the Seventh District, the CONTRACTOR will provide ongoing technical, design, content, strategic, and account support to maintain the 7th Council District website. The CONTRACTOR will also provide necessary licenses for the proper functioning of the 7th Council District website including web fonts, stock photography, mapping licenses, plugins, and other third-party resources.

1. The term of this Agreement shall commence on February 1, 2024 and shall terminate on January 31, 2025.

2. The CITY will pay the CONTRACTOR one thousand dollars (\$1,000) per month for twelve months which includes up to five (5) hours per month for ongoing technical, design, content, and strategic support. The CITY may also pay the CONTRACTOR an amount not to exceed two thousand one hundred dollars (\$2,100) for additional website support at a rate of one hundred and seventy-five dollars (\$175) an hour during the term of this Agreement upon the approval of the Councilwoman of the Seventh District or her designee. The CONTRACTOR shall perform said services in accordance with a scope of work approved by the Councilwoman. The CONTRACTOR shall submit monthly invoices indicating therein the services performed for which payment is requested. Said invoice shall be submitted in accordance with the approved scope of work as provided therein and shall be subject to the approval of the Councilwoman of the Seventh District or her designee.
3. The CITY'S total obligation under this Agreement shall not exceed fourteen thousand one hundred dollars (\$14,100) which is comprised of \$12,000 for twelve months of website hosting and maintenance and up to \$2,100 for additional hours of website support.
4. Due to the need for the CONTRACTOR'S services to be provided continuously on an ongoing basis, the CONTRACTOR may have provided services prior to the execution date of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
5. The Councilwoman of the Seventh District or her designee may terminate this contract by giving a minimum of 30 days written notice thereof to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be paid for hours worked prior to the effective date of termination.
6. The CONTRACTOR agrees to present monthly reports at the request of the Councilwoman of the Seventh District setting forth its performance of the tasks required in fulfilling the terms of this contract; and, further that any and all data, information, conclusions, recommendations, and reports originated hereunder shall become the sole property of the CITY for its use in any manner and for any purpose.
7. The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Contract at any time if the CITY determines that the 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.
8. The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 9/22 [v1]), a copy of which is attached hereto and incorporated herein by reference.
9. In the event of any inconsistency between any of the provision of this Agreement and/or the appendices hereto, the inconsistency shall be resolved by giving precedence in the following order:

- a. Provisions of this Agreement
- b. Standard Provisions for City Contracts (Rev. 9/22 [v1])

10. This Agreement includes four (4) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year herein written.

THE CITY OF LOS ANGELES

COUNTERINTUITY, LLC

BY: \_\_\_\_\_  
MONICA RODRIGUEZ  
Councilwoman, 7th District

BY: \_\_\_\_\_  
LEE WOCHNER  
Contractor

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

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

Attest: HOLLY WOLCOTT, City Clerk

BY: \_\_\_\_\_  
Deputy City Clerk

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

BY: \_\_\_\_\_  
Andrew Said, Deputy City Attorney

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