

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

#51

## MOTION

The Councilwoman of the Seventh District has expressed the need for a personal services contract with Goodness Sake Strategies, 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 October 18, 2023 to January 15, 2024 and the Contractor is to receive an amount not to exceed \$68,000 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 Goodness Sake Strategies, 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

  
NOV 01 2023

AGREEMENT NUMBER C-  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
GOODNESS SAKE STRATEGIES, LLC  
FOR COMMUNICATIONS 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 GOODNESS SAKE STRATEGIES, LLC, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 7th Council District is in need of professional communications services; and

WHEREAS, the 7th Council District does not currently have staff with professional communications 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 has twenty years of experience in fundraising, public relations, marketing, and business development and its services are needed to support the 7th Council District's constituent communications goals; 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 create advertising materials in English and Spanish for special events in the 7th Council District such as Dia de Los Muertos, ensure that such events are adequately advertised to the public, provide staffing at public events organized by the Councilwoman, and provide other communications services needed by the 7th Council District to further constituent services.

1. The term of this Agreement shall commence on October 18, 2023 and shall terminate on January 15, 2024.
2. The CITY will pay the CONTRACTOR at a rate of sixteen thousand dollars (\$16,000) per month. 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 sixty-eight thousand dollars (\$68,000). This is comprised of forty-eight thousand dollars (\$48,000) for three (3) months of work and an additional amount not to exceed twenty thousand (\$20,000) that the CONTRACTOR may utilize for expenses related to additional projects and services associated with the CONTRACTOR's activities. Any such additional projects and services must be pre-approved by the Councilwoman or her designee prior to the CONTRACTOR commencing work.
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 15 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 three (3) 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

CONTRACTOR

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

BY: \_\_\_\_\_  
GOODNESS SAKE STRATEGIES, LLC  
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: \_\_\_\_\_