

MOTION

The Councilmember of the Sixth District has expressed the need for a personal services contract with Creatrix Management Group, LLC, for expertise the Councilmember 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 November 1, 2023 to October 31, 2024 and the Contractor is to receive an amount not to exceed \$75,000 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 Creatrix Management Group, LLC for providing services to the Sixth Council District as set for therein, be approved.

I FURTHER MOVE that the Councilmember of the Sixth 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:

*Imelda Padilla*

IMELDA PADILLA

Councilmember, 6th District

SECONDED BY:

*Cress H. Brown*

ORIGINAL

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**AGREEMENT NUMBER C-  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CREATRIX MANAGEMENT GROUP, LLC  
FOR BUSINESS DEVELOPMENT 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 Sixth Council District ("the 6th Council District" herein) and CREATRIX MANAGEMENT GROUP, LLC, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 6th Council District is in need of business development consulting services; and

WHEREAS, the 6<sup>th</sup> Council District does not currently have staff with business development 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 not practicable or advantageous; 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 Councilmember of the Sixth District, the CONTRACTOR will provide an analysis of the cannabis and street vending industries in the 6th Council District to assist the Councilmember in formulating public policy.

1. The term of this Agreement shall commence on November 1, 2023 and shall terminate on October 31, 2024.
2. The CITY will pay the CONTRACTOR at a rate of six thousand two hundred and fifty dollars (\$6,250) per month. The CONTRACTOR shall perform said services in accordance with a scope of work approved by the Councilmember. 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 Councilmember of the Sixth District or her designee.

3. The CITY'S total obligation under this Agreement shall not exceed seventy five thousand dollars (\$75,000).
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 Councilmember of the Sixth 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 Councilmember of the Sixth 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

CREATRIX MANAGEMENT GROUP, LLC

BY: \_\_\_\_\_  
IMELDA PADILLA  
Councilmember, 6th District

BY: \_\_\_\_\_  
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: \_\_\_\_\_