


## MOTION

The Councilmember of the Third District has expressed the need for a personal services contract with E & E Consulting, LLC, for expertise the Councilmember needs relative to his 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 March 1, 2025 to October 31, 2025 and the Contractor is to receive an amount not to exceed \$150,000 for its services. There are funds available in the Council Office Budget to meet this request.

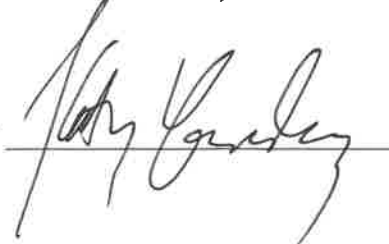
I THEREFORE MOVE that the attached personal services contract with E & E Consulting, LLC for providing services to the Third Council District as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the Third 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 2024-2025 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:

  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY:



ORIGINAL

as

  
FEB 14 2025

AGREEMENT NUMBER C-  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
E & E CONSULTING, LLC  
FOR ENVIRONMENTAL, CLIMATE, AND ENERGY POLICY 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 Third Council District ("3rd Council District" herein) and E & E CONSULTING, LLC, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 3rd Council District is in need of environmental, climate, and energy policy services; and

WHEREAS, the 3rd Council District does not currently have staff with the necessary environmental, climate, and energy policy 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 14 years of experience working for the Los Angeles City Council, a portion of which involved work on complex, environmental, climate, and energy policy issues, expertise which does not currently reside with the Council staff, and the CONTRACTOR's experience includes authoring and working on numerous relevant CITY legislative actions. The CONTRACTOR's background and experience are needed to provide expert technical assistance and completion of projects regarding this subject matter for the Councilmember of the 3rd Council District; 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 Third District, the CONTRACTOR will provide advice and assistance relative to environmental, climate, and energy policy to further the goals of the Councilmember of the 3<sup>rd</sup> District. The CONTRACTOR will work with CITY departments, other Council offices, the Office of the Mayor, and outside jurisdictions to effectuate policy and projects pertaining to the environment, climate, and energy. Additional projects or subject matter may be added to this scope of work by mutual agreement between the CITY and the CONTRACTOR to address the changing priorities and needs of the 3<sup>rd</sup> Council District. The CONTRACTOR will

report to Lisa Hansen, Chief of Staff of the 3<sup>rd</sup> Council District and will also work directly with legislative, planning, and field staff teams as needed.

The CONTRACTOR's assignments include but are not limited to working on the following legislative items:

- Council File 21-1039 – municipal solar battery and decarbonization including upgrades to the West Valley Constituent Services Building;
- Council File 21-0890 – municipal Electric Vehicle (EV) master plan;
- Council File 21-0352 – Los Angeles Water and Power (LADWP) carbon free energy by 2035;
- Council File 22-0532 – citywide equipment and vehicle decarbonization procurement policy
- Council File 22-1402 – incorporation of climate priorities into the CITY budget;
- Council File 23-0800 – vehicle to grid, two-way Electric Vehicle charging program;
- Council File 23-0141 – ground mounted solar, by-right citywide renewal energy production
- Council File 24-0602 – artificial grass ban
- Council File 24-0456 – Perfluoroalkyl and Polyfluoroalkyl substances (PFAS and PFOS) within the Los Angeles Water and Power Department watershed
- Council File 24-1225 – substantial remodels / Tenant Habitability Plan (THP); and
- any other related tasks that may be required.

Each of the above listed Council items requires further Committee and Council action. Additional projects may include State and Federal advocacy on climate, energy, and environmental issues or other matters. The CONTRACTOR agrees to travel to Washington D.C., Sacramento, or within the Los Angeles region to advance policy goals or projects if required by the Councilmember of the 3<sup>rd</sup> district or his Chief of Staff. The need for such travel will be determined by mutual agreement between the CITY and the CONTRACTOR. The CONTRACTOR agrees to comport himself with integrity and follow the same ethical standards required of CITY employees in his capacity of a representative of the Councilmember of the 3<sup>rd</sup> District.

The CONTRACTOR also agrees to coordinate meetings with subject matter experts, including public agencies, relevant external / outside-city partners, and the Office of the Councilmember of the 3<sup>rd</sup> District for the purpose of pursuing and finalizing policies as identified in the list of Council Files above and any further Council Files identified by the Councilmember or his Chief of Staff which are adopted by the Council and signed by the Mayor.

1. The term of this Agreement shall commence on March 1, 2025 and shall terminate on October 31, 2025, unless earlier terminated subject to the termination provisions herein. The CITY retains the right to extend this AGREEMENT for up to fourteen (14) months. Any extension granted by the CITY will be authorized via memorandum delivered to the CONTRACTOR from the CITY's Representative.
2. The CITY will pay the CONTRACTOR eighty dollars (\$80) an hour for time and materials at cost. The CONTRACTOR is an independent contractor who will work remotely and is responsible for providing their own office equipment and supplies. The CONTRACTOR shall perform said services in accordance with a scope of work approved by the Councilmember and on a schedule that is developed in consultation with the Councilmember of the 3<sup>rd</sup> District or his designee and agrees to working approximately forty (40) hours per month. The CONTRACTOR shall submit monthly invoices indicating therein the services performed for which payment is requested and include a list of dates and hours worked. 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 Third District or his designee.
3. The representatives of the parties who are authorized to administer this AGREEMENT and to whom formal notices, demands, and communications should be given are:

The representative of the CITY shall be:

Lisa Hansen  
Chief of Staff, Council District 3  
200 N. Street, Rm 465  
Los Angeles, CA 90012

The CONTRACTOR's representative shall be:

David Giron  
E & E Consulting  
13535 Ventura Boulevard, Ste. C, Box #441  
Sherman Oaks, CA 91423

Formal demands, notices and communications to be given hereunder by either party shall be made in writing and may effected by personal delivery or be registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

4. The CITY'S total obligation under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000), which is inclusive of any Agreement termination date extensions which may be authorized by the Councilmember of the 3<sup>rd</sup> District according to Paragraph 1 herein.

5. 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.
6. This AGREEMENT may be terminated either by the Councilmember of the Third District or his designee or the CONTRACTOR by giving a minimum of 15 days written notice. In the event of such termination, the CONTRACTOR shall be paid for hours worked prior to the effective date of termination.
7. The CONTRACTOR agrees to provide written updates on the status of assignments associated with each of the Council Files identified in the scope of work herein and any other projects or assignments twice per month to the Councilmember of the Third District setting forth its performance of the tasks required in fulfilling the terms of this contract. Twice a month written updates will include information on progress and completed milestones in addition to upcoming meeting dates or hearings for which the 3rd Council District needs to be prepared. 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.
8. 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.
9. The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), a copy of which is attached hereto and incorporated herein by reference.
10. 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. 1/25 [v.2])
11. This Agreement includes five (5) 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

E & E CONSULTING, LLC

BY: 

BOB BLUMENFELD  
Councilmember 3rd District

BY: 

HECTOR GIRON  
Contractor

Date: February 14, 2025

Date: 2-13-25

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: \_\_\_\_\_