

MOTION

The Councilmember of the First District has expressed the need for a personal services contract with Steven Paul Weingarten, 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, 2021 to February 28, 2022 and the Contractor is to receive an amount not to exceed \$90,660 for his services. There are funds available in the Council Office Budget to meet this request.

I THEREFORE MOVE that the attached personal services contract with Steven Paul Weingarten for providing services to the First Council District as set for therein, be approved.

I FURTHER MOVE that the Councilmember of the First 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 2020-2021 and to reflect it as a charge against the budget of the involved Council Office.



PRESENTED BY: _____

GIL CEDILLO

Councilmember, 1st District

SECONDED BY: _____

MARK RIDLEY-THOMAS

Councilmember, 10th District



MAR 16 2021

AGREEMENT

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 First Council District ("1st Council District" herein) and STEVEN PAUL WEINGARTEN, (hereinafter, "Contractor") with reference to the following facts:

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 is not practicable or advantageous and the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the Contractor has extensive experience in editing and design, possesses fluency in Spanish to produce bilingual publications, and decades of unique experience providing services specifically tailored toward the communities and constituencies of the 1st 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 First District, the Contractor shall:

Produce a quarterly publication known as "1 Voice" magazine, copies of which are provided at events and community meetings, as well as its digital version in both English and Spanish, translate the Councilmember's weekly e-letter into Spanish fifty times a year, create a calendar once a year, create cover art, programs, flyers, advertisements, and signage associated with special events including but not limited to the Latin Jazz Festival and the Day of the Dead, produce bilingual English and Spanish advertisements four times a year, produce approximately 199 letters twelve times a year, and work on any other associated tasks including writing or procurement of stories, articles, photographs, Mac production, and coordination with the printer for publication.

1. The term of this Agreement shall commence on March 1, 2021 and shall terminate on February 28, 2022.
2. The City will pay the Contractor seven thousand five hundred and fifty five dollars (\$7,555) 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 First District or his designee.
3. The City's total obligation under this Agreement shall not exceed ninety thousand six hundred and sixty dollars (\$90,660).

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 First District or his 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 First District setting forth his 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. Hereby incorporated by reference into this Agreement are the Standard Provisions for City Contracts (Rev. 10/17) [v.3] in effect as of the date of the execution of this Agreement which are posted on the web site of the Los Angeles City Attorney at this specific web address: <https://www.lacityattorney.org/>.
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. 10/17) [v.3]
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: _____
GIL CEDILLO
Councilmember, 1st District

BY: _____
STEVEN PAUL WEINGARTEN

Date: _____

Date: _____

Attest: HOLLY WOLCOTT, City Clerk

BY: _____
Deputy City Clerk

Date: _____

Approved as to form:
MICHAEL N. FEUER, City Attorney

BY: _____
Deputy City Attorney

Date: _____