

MOTION

The Councilmember of the Fourteenth District has expressed the need for a personal services contract with Counterintuity, 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 September 1, 2021 to September 30, 2022 and the Contractor is to receive an amount not to exceed \$32,350 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 Fourteenth Council District as set for therein, be approved.

I FURTHER MOVE that the Councilmember of the Fourteenth 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 2021-2022 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:



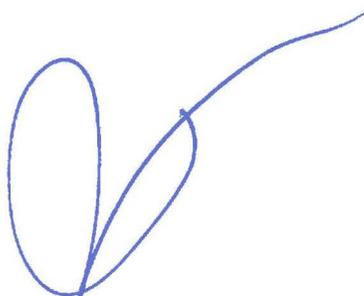
KEVIN DE LEÓN
Councilmember, 14th District

SECONDED BY:



JAN 07 2022

as



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 Fourteenth Council District ("14th Council District" herein) and COUNTERINTUITY, LLC, (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 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 governments 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 Councilmember of the Fourteenth District the Contractor will provide website design and development services including but not limited to custom website programming that features functions that highlight accomplishments, community events, and news specific to the 14th Council District, an events calendar, and a mapping filter that will enable constituents to search for events by location more easily. The Contractor will also host the website for 12 months to update content and ensure that contact forms and other website features work properly.

1. The term of this Agreement shall commence on September 1, 2021 and shall terminate on September 30, 2022.
2. The City will pay the Contractor twenty thousand three hundred and fifty dollars (\$20,350) upon completion of the website's design, programming, and launch including website components designed to comply with the American Disabilities Act. The City will also pay the Contractor one thousand dollars (\$1,000) per month for twelve months for website hosting and maintenance. 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 Fourteenth District or his designee.
3. The City's total obligation under this Agreement shall not exceed thirty two thousand three hundred and fifty dollars (\$32,350) which is comprised of \$20,350 for website designing,

programming, and launching and \$12,000 for twelve months of website hosting and maintenance.

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 Fourteenth District or his 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 Councilmember of the Fourteenth 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. Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.
9. Hereby incorporated by reference into this Agreement are the Standard Provisions for City Contracts (Rev. 10/114) [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/>.

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. 10/114) [v.3]

11. 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: _____
KEVIN DE LEÓN
Councilmember, 14th District

BY: _____
LEE WOCHNER
Contractor

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: _____