

MOTION TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #60

The Councilmember of the Eleventh District has expressed the need for a personal services contract with Naomi Goldman, 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 April 18, 2022 to December 11, 2022 and the Contractor is to receive an amount not to exceed \$80,000 for her services. There are funds available in the Council Office Budget to meet this request.

I THEREFORE MOVE that the attached personal services contract with Naomi Goldman for providing services to the Eleventh Council District as set for therein be approved.

I FURTHER MOVE that the Councilmember of the Eleventh 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 Council Fund for Fiscal Year 2021-2022 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY: 
MIKE BONIN
Councilmember, 11th District

SECONDED BY: 

ORIGINAL

APR 13 2022



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 Eleventh Council District ("11th Council District" herein) and NAOMI GOLDMAN, (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 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 Eleventh District, the Contractor will assist in the formulation and execution of the Councilmember's strategic communications and public education plan and initiatives with a focus on urgent housing and homelessness and transportation policy priorities, issues in which the Contractor holds unique senior level public affairs/communications and legislative experience and deep subject matter expertise. The Contractor will develop and guide high-level communications programs to provide context and direction on these complex issues, including crafting communiqués to assist the Councilmember's Chief of Staff and Policy Directors on related matters associated with advancing housing solutions and transportation resources for the 11th District.

1. The term of this Agreement shall commence on April 18, 2022 and shall terminate on December 11, 2022..
2. The City will pay the Contractor ten thousand dollars 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 Eleventh District or his designee.
3. The City's total obligation under this Agreement shall not exceed eighty thousand dollars (\$80,000).
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 Eleventh 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 Eleventh District setting forth her 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.lacityattomey.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: 

MIKE BONIN
Councilmember, 11th District

: _____
NAOMI GOLDMAN

Date: _____

Date: _____

Attest: HOLLY WOLCOTT, City Clerk

BY: _____
Deputy City Clerk

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

BY: _____
Deputy City Attorney