

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

#51

MOTION

The Councilwoman of the Fifth District has expressed the need for a personal services contract with Barbara Osborn, for expertise the Councilwoman 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 January 3, 2023 to June 30, 2023 and the Contractor is to receive an amount not to exceed \$40,000 for her services. There are funds available in the Council Office Budget to meet this request.

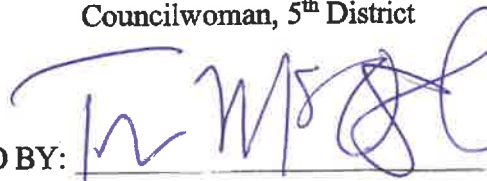
I THEREFORE MOVE that the attached personal services contract with Barbara Osborn for providing services to the Fifth Council District as set for therein, be approved.

I FURTHER MOVE that the Councilwoman of the Fifth 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 2022-2023 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:


KATY YAROSLAVSKY
Councilwoman, 5th District

SECONDED BY:



ORIGINAL

as

PK

FEB 15 2023

**AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES AND
BARBARA OSBORN FOR
COMMUNICATIONS PLANNING 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 Fifth Council District ("5th Council District" herein) and BARBARA OSBORN, (hereinafter, "Contractor") with reference to the following facts:

WHEREAS, the 5th Council District is in need of strategic communications planning services; and

WHEREAS, the 5th Council District does not currently have strategic communications planning expertise on staff; 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 Charter Section 371 is not practicable or advantageous; and

WHEREAS, the CONTRACTOR has over 25 years of experience in news media and public policy including 15 years of work as a Strategic Communications Director at Liberty Hill, experience working with elected officials such as Los Angeles County Supervisor Sheila Kuehl, and is a Senior Fellow at the UCLA Luskin School of Public Affairs, thus bringing unique senior level experience and deep subject matter expertise in providing communications services to the 5th 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 Councilwoman of the Fifth District, the Contractor will provide communications services to further the 5th Council District's strategic communications plan. The Contractor will report to the Chief of Staff and / or Director of Communications of the 5th Council District. The Contractor's activities include but are not limited to:

- Collecting and synthesizing information related to the Councilwoman's values, priorities, image, and goals to aid in the development of a communications strategy for messaging and dissemination of 5th Council District information and news.

- Developing a communications training curriculum for 5th Council District staff and conducting staff training including how to convey the Councilwoman's policies and vision at meetings and strategies to assist in building community support for the Councilwoman's projects such as specific homeless rehousing efforts.
 - Developing internal communication mechanisms so that 5th Council District staff are kept informed about policy development and talking points
 - Developing a six month "Get to Know KYK" (Katy Young Yaroslavsky) communications plan for community groups including identifying relevant community organizations, assisting in scheduling the Councilwoman's meetings with community organizations and development of talking points and follow up communications.
1. The term of this Agreement shall commence on January 3, 2023 and shall terminate on June 30, 2023.
 2. The City will pay the Contractor at a rate of one hundred and seventy five dollars (\$175) per hour. The Contractor shall perform said services in accordance with a scope of work approved by the Councilwoman. 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 Councilwoman of the Fifth District or her designee.
 3. The City's total obligation under this Agreement shall not exceed forty thousand dollars (\$40,000).
 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 Councilwoman of the Fifth 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 Councilwoman of the Fifth 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. 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. 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.
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. 9/22 [v1])
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

BARBARA OSBORN

BY: _____
KATY YAROSLAVSKY
Councilwoman, 5th 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: _____
Deputy City Attorney

Date: _____