

MOTION

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

#57

The Councilmember of the Fifteenth District has expressed the need for a personal services contract with Indigov Corporation, 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 1, 2023 to March 31, 2024 and the Contractor is to receive an amount not to exceed \$28,000 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 Indigov Corporation for providing services to the Fifteenth Council District as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the Fifteenth 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:

Paul Kekoa
for
TIM McOSKER
Councilmember, 15th District

SECONDED BY:

[Signature]

ORIGINAL

as

MAR 24 2023

[Handwritten mark]

**AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
INDIGOV CORPORATION
FOR WEBSITE 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 Fifteenth Council District ("15th Council District" herein) and INDIGOV CORPORATION, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 15th Council District is in need of website creation and maintenance services; and

WHEREAS, the 15th Council District does not currently have staff with website creation and maintenance expertise and the 15th Council District regularly receives numerous constituent requests and is in need of an Internet web portal that can act as a central hub for accepting such communications resulting in faster response times from appropriate 15th Council District staff and improved engagement with constituents; 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 not practicable or advantageous; and

WHEREAS, the CONTRACTOR provides services to governmental clients across the United States, including United States Members of Congress, in an effort to improve communications between elected officials and their constituents; 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 Fifteenth District, the Contractor will create an Internet web portal for the 15th Council District to act as a central hub for constituent requests and communications. The Contractor will license its software to the City giving access to up to ten (10) 15th Council District users and provide its Constituent Data Package.

1. The term of this Agreement shall commence on April 1, 2023 and shall terminate on March 31, 2024.
2. The City will pay the Contractor twenty thousand dollars \$20,000 for a software license from the Contractor with access provided for up to ten (10) 15th Council District users, five thousand three hundred dollars (\$5,300) for the Constituent Data Package which includes data and email addresses of 15th Council District constituents sorted by over 500 demographic, geographic, and other traits, and a two thousand seven hundred dollar

(\$2,700) one-time set up fee. 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 Fifteenth District or his designee.

3. The City's total obligation under this Agreement shall not exceed twenty eight thousand dollars (\$28,000).
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 Fifteenth 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 Fifteenth 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. 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.
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. 9/22 [v1])
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

INDIGOV CORPORATION

BY: _____
TIM MCOSKER
Councilmember, 15th 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: _____