

MOTION

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

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The Councilwoman of the Fifth District has expressed the need for a personal services contract with Vivian Rescalvo, 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 September 1, 2023 to August 31, 2024 and the Contractor is to receive an amount not to exceed \$75,000 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 Vivian Rescalvo for providing services to the Fifth Council District as set forth 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 2023-2024 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:

Katy Yaroslavsky
KATY YAROSLAVSKY
Councilwoman, 5th District

SECONDED BY:

Paul Rekonci

ORIGINAL

MHR
AUG 23 2023

AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
VIVIAN RESCALVO
FOR LAND USE CONSULTING 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 VIVIAN RESCALVO, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 5th Council District is in need of land use consulting services;
and

WHEREAS, the 5th Council District does not currently have staff with land use development expertise; 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 City Charter Section 371 is neither practicable nor advantageous; and

WHEREAS, the CONTRACTOR has extensive experience with land use and transportation issues having served for over 10 years working on complex, large scale, and technical real estate development issues in local government, expertise which does not reside with the Council staff. The CONTRACTOR was the Director of Countywide Planning for the Los Angeles County Metropolitan Transportation Authority ("LA Metro" herein) for over 7 years where she focused on real estate and the joint development of LA Metro owned properties. The CONTRACTOR's background and experience are needed immediately to provide expert technical assistance to the 5th Council District as there are many large regional land use developments, including potentially along the LA Metro Purple Line on Wilshire Boulevard, that have been proposed or are soon to be proposed; 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 expert technical assistance and support to the 5th Council District relative to proposed land use development projects in the district with particular emphasis on large scale residential and complex

commercial projects. Such technical services shall include but not be limited to the following: reviewing project design details and advising on opportunities for project improvements to reduce quality of life, environmental, and other impacts on nearby communities, working with 5th Council District staff to coordinate and facilitate community engagement between project proponents and the nearby community (including adjacent businesses and residents), assisting with the development and preparation of community benefit agreements and other related development agreements, preparing briefing materials and other documents to support 5th Council District staff and the Councilwoman, and other related duties as assigned.

1. The term of this Agreement shall commence on September 1, 2023 and shall terminate on August 31, 2024.
2. The CITY will pay the CONTRACTOR two hundred dollars (\$200) an hour for time and materials at cost. The CONTRACTOR is an independent contractor responsible for providing their own equipment and office space and is expected to work between 5 to 10 hours per week for an average of 7.5 hours for a minimum of 50 weeks of the year. 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 seventy-five thousand dollars (\$75,000).
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 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 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. 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 four (4) pages and the Standard Provisions for City Contracts (Rev. 9/22 [v1]) which constitute the entire understanding and agreement of the parties.

N 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: _____
KATY YAROSLAVSKY
Councilwoman, 5th District

BY: _____
VIVIAN RESCALVO
Contractor

Date: _____

Date: _____

Attest: HOLLY WOLCOTT, City Clerk

BY: _____
Deputy City Clerk

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____
ANDREW SAID, Deputy City Attorney

Date: _____