

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

RAFAEL GONZÁLEZ

for

DIRECTOR OF COMMUNITY OUTREACH AND ENGAGEMENT
for the Los Angeles City Council Redistricting Commission

Said Agreement is Number C-XXXXXX

**Professional Services Agreement
DIRECTOR OF COMMUNITY OUTREACH AND ENGAGEMENT
OF THE LOS ANGELES CITY COUNCIL
REDISTRICTING COMMISSION**

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ATTACHMENTS

Attachment A – Standard Provisions (Rev. 10/17[v.3])
Attachment B – Confidentiality Agreement

AGREEMENT NUMBER C-XXXXXX
BETWEEN
THE CITY OF LOS ANGELES
AND
RAFAEL GONZÁLEZ
FOR DIRECTOR OF COMMUNITY OUTREACH AND ENGAGEMENT OF THE
LOS ANGELES CITY COUNCIL REDISTRICTING COMMISSION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through the Los Angeles City Council Redistricting Commission, and Rafael González, an individual ("Contractor") (collectively, the "Parties," or individually, a "Party").

WHEREAS, the Los Angeles City Council Redistricting Commission (hereinafter referred to as the "Commission"), has been established and designated under the Los Angeles City Charter to advise the City regarding the redistricting of the City Council district boundaries; and

WHEREAS, the Commission cooperates with members of the public, private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, Contractor's services are professional in nature, and temporary and occasional in character; and

WHEREAS, Contractor was selected after a competitive process to provide services to the Commission; and

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been funded in the Fiscal Year 2020-2021 budget which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Los Angeles City Charter Section 204 and Council File No. 20-0668 dated May 28, 2020).

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Rafael González, an individual, having his principal address at [REDACTED].

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Frank Cárdenas, Executive Director
Los Angeles City Council Redistricting Commission
200 North Spring Street, Room 275
Los Angeles, California 90012
frank.cardenas@lacity.org
(213) 220-4444

Invoices should be sent to:

Oscar Ixco, Legislative Analyst
Office of the Chief Legislative Analyst
200 North Spring Street, Room 255
Los Angeles, California 90012
oscar.ixco@lacity.org
(213) 473-5705

With copy to:

Ruben Viramontes, Fiscal Manager
Office of the City Clerk
200 N. Spring Street, 2nd Floor
Los Angeles, CA 90012
(213) 978-1083

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Rafael González
[REDACTED]



- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on May 11, 2021 and will terminate on November 30, 2021, unless extended through written amendment, or terminated earlier as provided herein.

2.1 Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

Upon award of the contract, the Contractor will be required to provide the following services on an as-needed basis, including, but not limited to:

- 3.1 Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested.
- 3.2 Develop and Implement the Commission's Public Outreach and Engagement Plan, including supervision of contracted private firm and community-based, non-profit outreach and engagement professionals.
- 3.3 Plan and coordinate community events with community partners around redistricting issues.
- 3.4 Collaborate with stakeholders and attend community events on behalf of the Commission.

- 3.5** Develop a plan to work and advertise with ethnic media outlets around outreach efforts.
- 3.6** Develop an outreach strategy to engage communities that have not traditionally participated in redistricting.
- 3.7** Create and update outreach material and monitor and track metrics of outreach material.
- 3.8** Create and implement a social media marketing strategy that includes all major social media platforms as appropriate.
- 3.9** Grow number of social media followers and engagement via creative, entertaining, compelling and informative posts.
- 3.10** Oversee the upgrade of the Commission's website.
- 3.11** Draft all media communications, and coordinate media outreach, tracking all garnered media coverage.
- 3.12** Report to the Executive Director of the Commission.
- 3.13** Establish and maintain relationships with stakeholders and execute public education and engagement strategies.
- 3.14** Evaluate community needs and Commission outreach program and identify continuous improvement opportunities.
- 3.15** Deliver presentations, attend meetings, and distribute materials to the public.
- 3.16** Meet and present to City and community officials.
- 3.17** Apply job-related, standard personnel criteria in selecting, orientating, assigning, training, counseling, evaluating and disciplining subordinates.
- 3.18** Organize and conduct public hearings and meetings as directed by the Commission.
- 3.19** Be present at all Commission meetings, including all meetings of Commission committees and all public forums held by the Commission, and any other meetings as directed by the Commission.

- 3.20** Prepare and direct the preparation of clean, concise, and comprehensive reports on behalf of the Commission.
- 3.21** Interface with elected officials, Commissioners, City staff, representatives of the community, and employees.
- 3.22** Make effective oral presentations to a wide variety of interest groups.
- 3.23** Fulfill other duties assigned by the Executive Director as well as the Chair of the Commission.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay the Contractor for satisfactory services rendered a monthly amount of fourteen thousand dollars (\$14,000), and a total contractual amount not to exceed ninety-eight thousand dollars (\$98,000).

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in

excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

5.2 Method of Payment

5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Section 5.1 and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. If Contractor does not provide a full month of service, Contractor will bill a daily pro-rata share of the monthly fee for work completed, based on a thirty (30) day month. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Description of services, including, but not limited to:
 - a) Date of Assignment
 - b) Matter Name and Matter Number
5. Number of Pages, if any, and Rate for Service
6. Amount of invoice

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

- 5.2.2 The Contractor shall notify the Office of the Chief Legislative Analyst within 10 business days when 80 percent of the maximum compensation has been reached. Notice must be sent to the address listed below:

Oscar Ixco, Legislative Analyst
Office of the Chief Legislative Analyst
200 N. Spring Street, Room 255
Los Angeles, California 90012
oscar.ixco@lacity.org
(213) 473-5705

6.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term "Confidential Information" shall not include: (a) information which is in the public domain or which later comes into the public domain from a source other than the Contractor; (b) information where evidence exists reflecting that information was already known to Contractor; (c) information which comes to Contractor from a *bona fide* third party source not under an obligation of confidentiality; or (d) information which is independently developed by Contractor without use of or reference to Confidential Information or information containing Confidential Information. Contractor may disclose Confidential Information to the extent required by applicable law or governmental regulation or by subpoena or other valid legal process, provided that Contractor shall provide prior written notice to the City of any such release of Confidential Information.

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment B. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

8.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

9.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 7.0 and 8.0 are provided to and apply to all subcontractors of this Agreement.

10.0 CONTINUED REQUIREMENTS

The requirements of this Section 7.0, 8.0, and 9.0 survive termination of the Agreement.

11.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that 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.

12.0 STANDARD PROVISIONS

Except for PSC-18, CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3], a copy of which is attached hereto as ATTACHMENT A and incorporated herein by reference.

12.1 In lieu of PSC-18, "Indemnification" shall read as follows:

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of

any property of either party hereto or of third parties, arising by reason of the negligence or willful misconduct by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

13.0 ORDER OF PRECEDENCE

In the event of an inconsistency between any of the provisions of this Agreement, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1) This Agreement;
- 2) Standard Provisions to City Contracts (Rev. 10/17 [v.3]);
- 3) All other Attachments

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

By: _____
FRANK CÁRDENAS
EXECUTIVE DIRECTOR,
REDISTRICITNG COMMISSION

By: _____
RAFAEL GONZÁLEZ
CONTRACTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number **C-XXXXXX**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

By: _____
FRANK CÁRDENAS
EXECUTIVE DIRECTOR,
REDISTRICTING COMMISSION

By: _____
RAFAEL GONZALEZ
CONTRACTOR

Date: _____

Date: May 7, 2021

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number **C-XXXXXX**