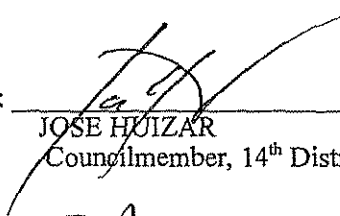# MOTION

The Councilmember of the Fourteenth District has expressed the need for a personal services contract with EV Events for expertise the Councilmember needs relative to its 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 is to be from August 1, 2008 to December 31, 2008 and the Contractor is to receive an amount not to exceed $27,200.00 for its services. There are funds available in the Council Office Budget to meet this request.
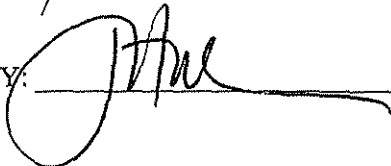
I, THEREFORE MOVE that the attached personal services contract with EV Events for providing services for the Fourteenth Council District as set forth therein, be approved.

I FURTHER MOVE that $27,200.00 in the Central Los Angeles Recycling and Transfer Station (CLARTS) Community Amenities Trust Fund No. 47S, Department 14, be transferred to the Council District 14 portion of the Council Fund No. 100-28, Account No. 3040 (Contractual Services Account) to provide funding for the above purpose.

PRESENTED BY: _____
JOSE HUIZAR
Councilmember, 14th District

SECONDED BY: _____

08-2438
CD 14

SEP 2008

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as the "City") and EV Events (hereinafter referred to as the "Contractor") with reference to the following facts:

WHEREAS, the Contractor's services hereunder are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, the necessary funds are available in the Council Office Budget and have been appropriated for such purposes:
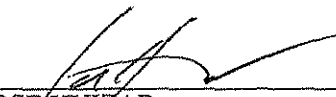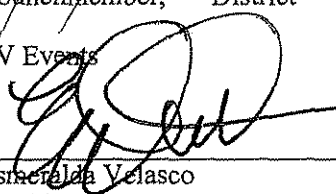
NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. As requested by the Councilmember of the Fourteenth District, the Contractor shall:

    (a) Analyzing current constituents services programs and prepare the events for the Council Office.

    (b) Perform other such related duties as may be assigned by the Councilmember of the district.

2. The term of this Agreement shall commence on August 1, 2008 and shall terminate on December 31, 2008.

3. The City will pay the Contractor $32.00 per hour for the services performed and expenses incurred pursuant to this Agreement. The Contractor shall perform said services in accordance with a work schedule approved in advance by the Councilmember. The Contractor shall submit monthly invoices indicating therein the services performed for which payment is requested. Said invoices shall be submitted in accordance with the approved work schedule as provided therein and shall be subject to approval of the Councilmember of the Fourteenth District.

4. The City's total obligation under this Agreement shall not exceed $27,200.00.

5. The Standard Provisions for City Personal Services Contracts are attached as Exhibit I and incorporated as though fully stated here.

6. The Councilmember of the Fourteenth District, or his designee, may terminate this contract by giving at least three days prior 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.

7. The Contractor agrees to present monthly reports at the request of the Councilmember of the Fourteenth 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 or for any purpose.

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

BY _____   09/11/08
JOSE HUIZAR   Date
Councilmember, 14th District

For: EV Events

BY _____   09/04/08
Esmeralda Velasco   Date
President

ATTEST: KAREN E. KALFAYAN, City Clerk

By _____   _____
Deputy   Date

Approved as to form and legality:
Rockard J. Delgadillo, City Attorney

By _____   _____
Assistant City Attorney   Date

N:\WP\EV Events.wpd