

TO CITY CLERK FOR PLACEMENT ON NEXT  
REGULAR COUNCIL AGENDA TO BE POSTED #54

**MOTION**

The Councilmember of the Fifth District has expressed the need for a personal services contract with Speedway Policy Associates 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 is to be from August 1, 2018 to July 31, 2019 and the Contractor is to receive an amount not to exceed \$73,000 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 Speedway Policy Associates for providing services to the Fifth Council District as set for therein, be approved.

**I FURTHER MOVE** that the Councilmember of the Fifth Council 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 the Fiscal Year 2018-2019 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY: Paul Koretz  
PAUL KORETZ  
Councilmember, 5<sup>th</sup> District

SECONDED BY: [Signature]

AUG 17 2018

[Handwritten mark]

ORIGINAL

## AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter "City") and Speedway Policy Associates (hereinafter "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 Fifth District, the Contractor shall perform work associated with legislative matters for the Councilmember of the Fifth District.
2. The term of this Agreement shall commence on August 1, 2018 and shall terminate on July 31, 2019.
3. The City will pay the contractor at a rate of thirty five dollars (\$35.00) an hour. The Contractor shall submit invoices indicating therein the services performed for which payment is requested. Said invoices shall be submitted in accordance with an approved work schedule as provided therein and shall be subject to approval of the Councilmember of the Fifth District.
4. The City's total obligation under this Agreement shall not exceed seventy three thousand dollars (\$73,000).
5. The "Standard Provisions for City Contracts (Rev. 10/17) [v.3]" are attached as Exhibit 1 and are incorporated herein by this reference.
6. At the City's request and because of the need therefor, the CONTRACTOR began performance of the services required hereunder on August 1, 2018. The City hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payments therefor as provided by the terms of this Agreement.
7. The Councilmember of the Fifth, or his 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.
8. The Contractor agrees to present monthly reports at the request of the Councilmember of the Fifth 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.

9. 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.
10. In the event of an inconsistency between any of the provisions 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. 10/17) [v.3]
11. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes two (2) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have this instrument to be duly executed as of the day and year herein written.

THE CITY OF LOS ANGELES

FOR: SPEEDWAY POLICY ASSOCIATES

BY:   
PAUL KORETZ  
Councilmember, 5<sup>th</sup> District

BY:   
JIM BICKHART  
Owner

Date: August 8, 2018

Date: August 5, 2018

Attest: HOLLY WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_