


MOTION


The Councilmembers of the Eighth, Ninth, and Tenth Districts have expressed the need for a personal services contract with Censuschannel, LLC, for expertise the Councilmembers need relative to their respective Council Offices that are 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 June 1, 2021 to December 31, 2021 and the Contractor is to receive an amount not to exceed \$15,700 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 Censuschannel, LLC for providing services to the Eighth, Ninth, and Tenth Districts as set for therein, be approved.

I FURTHER MOVE that the Councilmembers of the Eighth, Ninth, and Tenth Districts 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 2020-2021 and to reflect it as a charge against the budget of the Tenth Council District with the understanding that costs for this contract will ultimately be shared equally by the involved three Council Districts.

PRESENTED BY:

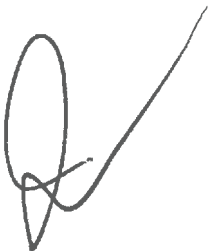

MARK RIDLEY-THOMAS
Councilmember, 10th District


CURREN D. PRICE, JR.
Councilmember, 9th District

SECONDED BY:


MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

JUN 08 2021



AGREEMENT

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

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 is not practicable or advantageous and the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the Councilmembers of the Eighth, Ninth, and Tenth Districts (hereinafter "Councilmembers") have identified a need for the Contractor's services to obtain additional information and ensure the best representation in government for their constituents relative to the City's 2020-2021 redistricting effort and selected the Contractor as the best qualified after considering multiple organizations; and

WHEREAS, the Contractor has more than 20 years of experience providing professional demographic and mapping services to a variety of organizations including nonprofits, businesses, and municipalities and specializes in redistricting by providing redistricting plan development, evaluation, and training services and has provided such services for nearly a thousand jurisdictions including cities and states; 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 Councilmembers, the Contractor will provide research services relative to the City's 2020 – 2021 redistricting effort including but not limited to:

- Research redistricting criteria
- Preliminary meeting with Councilmembers and staff
- Determination of the redistricting plan development process using Council staff feedback
- Redistricting training for Councilmembers and staff
- Obtain and integrate current district and jurisdictional boundaries from the City in digital format
- Obtain and integrate additional relevant geographic areas from the City in digital format into a mapping system. Relevant geographic areas include but are not limited to precincts, historic areas, and selected areas of concern
- Obtain and integrate socioeconomic data utilizing the most current American Community Survey or ESRI Enrichment System and integrate into a mapping system to assist with Communities of Interest, (hereinafter "COI") identification
- Obtain preliminary projected 2020 data
- Produce districts' socioeconomic maps at the census tract level

- Recreate current districting plan using the Maptitude for Redistricting mapping system. Recreation of the current districting plan will not include splitting and creating new census blocks during the process.
 - Preliminary discussions with Councilmembers and staff on district configurations
 - Work with a local entity to be designated by the Councilmembers to obtain district configuration suggestions and COI areas from the citizenry and attend up to 3 meetings
 - Develop preliminary plans using 2020 projected data for Council Districts 8, 9, 10, and by default parts of 15
 - Integrate comments into 2nd set of 2020 projected redistricting plans
 - Reiterate development, comment integration, and presentation of alternative 2020 projected plans in up to 3 iterations
 - Perform 2020 district analysis on population deviation and City population shifts
 - Obtain final 2020 population data from a Caliper Data report numbered PL94-171
 - Adjust preliminary districting plans with new data from PL94-171
 - Present new PL94-171 plans to Councilmembers and staff for comments
 - Integrate comments into 2nd set of PL94-171 plans
 - Reiterate development, comment integration, and presentation of alternative plans in up to 3 iterations
 - Produce and present a Final Redistricting Plan Presentation to Councilmembers and Staff
1. The term of this Agreement shall commence on June 1, 2021 and shall terminate on December 31, 2021.
 2. The City will pay the Contractor three thousand one hundred dollars (\$3,100) for the first month and two thousand one hundred dollars (\$2,100) a month for the remaining 6 months of the Agreement. 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.
 3. The Councilmember of the Tenth District or his designee will be the City's Representative and will approve all invoices submitted by the Contractor.
 4. The City's total obligation under this Agreement shall not exceed fifteen thousand seven hundred dollars (\$15,700).
 5. 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.
 6. The Councilmembers or their designees may jointly 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.

7. The Contractor agrees to present monthly reports at the request of the Councilmembers 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.
8. 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.
9. Hereby incorporated by reference into this Agreement are the Standard Provisions for City Contracts (Rev. 10/17) [v.3] in effect as of the date of the execution of this Agreement which are posted on the web site of the Los Angeles City Attorney at this specific web address: <https://www.lacityattorney.org/>.
10. 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. 10/17) [v.3]
11. This Agreement includes four (4) 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

CENSUSCHANNEL, LLC

BY: _____
MARK RIDLEY-THOMAS
Councilmember, 10th District

BY: _____
TONY FAIRFAX
Contractor

Date: _____

Date: _____

BY: _____
CURREN D. PRICE, JR.
Councilmember, 9th District

Date: _____

BY: _____
MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

Date: _____

Attest: HOLLY WOLCOTT, City Clerk

BY: _____
Deputy City Clerk

Date: _____

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

BY: _____
Deputy City Attorney

Date: _____