

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

#52


MOTION

The Councilmembers of the Eighth, Ninth, and Tenth Districts have expressed the need for a personal services contract with Evitarus, Inc., 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 \$99,000 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 Evitarus, Inc. 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


MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY:


CURREN D. PRICE, JR.
Councilmember, 9th 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") by and through the Eighth, Ninth, and Tenth Council Districts ("Council District(s)" herein) and EVITARUS, INC., (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 is a public opinion research and public policy consulting firm which is experienced in designing and conducting public opinion surveys, focus group research, stakeholder interviews, academic research and consumer studies on behalf of public agencies such as the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, and nonprofit organizations and can assist the Los Angeles City Council in making public policy decisions; 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 conduct demographic analysis of voting populations (hereinafter "Populations") in the Eighth, Ninth, and Tenth Council Districts of the City of Los Angeles including but not limited to analysis of demographic data characterizing the Populations of District precincts (hereinafter "Precinct Data"), analysis of demographic data and trends as derived from the American Community Survey (hereinafter "ACS Data"), preliminary demographic analysis of turnout and candidate preferences of the Populations in the most recent Council District(s) elections (hereinafter "Elections Analysis"), and development of preliminary and final District maps (hereinafter "District Maps") that provide estimates of potential Council District(s) boundaries which may be developed based upon 2020 Census redistricting data.

The Contractor will provide the following specific Research Services and Deliverables:

Research Services:

- Participation in project meetings and conference calls with Council District(s) staff, as appropriate, upon at least 48 hours' notice in advance;

- Analysis, and presentation of Precinct Data
- Development of Elections Analysis
- Development and presentation of the District Maps
- Expert academic testimony (hereinafter “Expert Academic Testimony”)

Deliverables:

- Participation in online (virtual) project meetings and conference calls with Council District(s) staff, as appropriate, upon at least 48 hours’ notice in advance
 - Memorandum and presentation of Precinct Data
 - Memorandum and presentation of ACS Data
 - Memorandum and presentation of Elections Analysis
 - District Maps
 - Expert Academic Testimony
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 in three parts as follows:

Payment 1: Thirty-three thousand dollars (\$33,000) upon commencement of the Project Kick-off Meeting.

Payment 2: Thirty-three thousand dollars (\$33,000) upon delivery of the Elections Analysis

Payment 3: Thirty-three thousand dollars (\$33,000) upon delivery of the District Maps
 3. The Contractor shall perform said services in accordance with a scope of work approved by the Councilmembers. The Contractor shall submit 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.
 4. The Councilmember of the Tenth District or his designee will be the City’s Representative and will approve all invoices submitted by the Contractor.
 5. The City’s total obligation under this Agreement shall not exceed ninety nine thousand dollars (\$99,000).
 6. 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.
 7. 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.

8. 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.
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. 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/>.
11. 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]
12. 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

EVITARUS, INC.

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

BY: _____
RODREGO BYERLY
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: _____