

T) CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED #52

MOTION

The Councilmember of the Fourteenth District has expressed the need for a personal services contract with Antioch Mentor Program, 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 will be from August 1, 2021 to March 31, 2022 and the Contractor is to receive an amount not to exceed \$60,000 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 Antioch Mentor Program for providing services to the Fourteenth Council District as set for therein, be approved.

I FURTHER MOVE that the Councilmember of the Fourteenth 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 Fiscal Year 2021-2022 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY: Kevin de León
KEVIN DE LEÓN
Councilmember, 14th District

SECONDED BY: Monica Rodriguez

ORIGINAL

AUG 1 1 2021

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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 Fourteenth Council District ("14th Council District" herein) and ANTIOCH MENTOR PROGRAM, (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 Councilmember has identified a need for the Contractor's services to educate constituents and community leaders about the City's 2021 redistricting process and help to ensure the best representation in government for 14th Council District constituents relative to the City's 2021 redistricting process; and

WHEREAS, the Contractor is located in the Fourteenth Council District and has experience in conducting community outreach meetings, workshops, focus group meetings, and media communications strategy to assist the Councilmember's efforts in disseminating information about redistricting to the public; 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 Councilmember, the contractor will conduct educational community forums throughout the 14th Council District to help educate residents, stakeholders, and the business community about the City's election system and 2021 redistricting process and also facilitate robust and diverse community participation in the process of redrawing district maps for future Council elections and discussion about the benefits of keeping communities of interest whole.

In addition, the Contractor will conduct demographic analysis of voting populations in the 14th Council District and help develop preliminary and final 14th Council District maps that provide estimates of potential 14th Council District boundaries, which may be developed based upon 2020 Census redistricting data, (hereinafter "District Maps").

The Contractor will provide the following specific Community Engagement and Education Services and Deliverables:

Community Engagement and Education Services:

- Participation in project meetings and conference calls with the Councilmember's staff, as appropriate, upon at least 48-hours advance notice

- Analysis, and presentation of demographic data characterizing the voting populations of the 14th Council District (hereinafter “Precinct Data”)
- Development of preliminary demographic analysis of voter turnout and candidate preferences of the 14th Council District voting populations in the most recent 14th Council District election (hereinafter “Elections Analysis”)
- Analysis of target constituency for community outreach
- Development of outreach plans to engage underrepresented communities
- Development of outreach plans for broad community awareness and education about the City’s 2021 redistricting process
- Development and presentation of District Maps

Deliverables:

- Organize and schedule six (6) Community Workshop meetings in target areas
- Prepare a memorandum and presentation about Precinct Data
- Develop and implement online engagement for virtual participation for all community meetings
- Conduct in person community meetings with neighborhood associations, community based groups, and community leaders
- Assist and provide technical assistance for virtual participation
- Schedule in person or conference calls with 14th Council District staff as requested by the Councilmember or his staff
- Coordinate, plan, and execute community strategies that encourage greater community participation in the City’s 2021 redistricting process
- Provide Expert academic testimony

1. The term of this Agreement shall commence on August 1, 2021 and shall terminate on March 31, 2022.

2. The City will pay the Contractor in three parts as follows:

Payment 1: Twenty thousand dollars (\$20,000) upon commencement of the project and initial community kick-off meeting.

Payment 2: Twenty thousand dollars (\$20,000) upon final Community Workshop meeting

Payment 3: Twenty thousand dollars (\$20,000) upon final Councilmember approval of districts maps

3. 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 and shall be subject to the approval of the Councilmember of the Fourteenth District or his designee.

4. The City's total obligation under this Agreement shall not exceed sixty thousand dollars (\$60,000).
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 Councilmember of the Fourteenth District 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.
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 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

CONTRACTOR

BY: _____
KEVIN DE LEÓN
Councilmember, 14th District

BY: _____
ANTIOCH MENTOR PROGRAM

Date: _____

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: _____