

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

**BEAR DEMOGRAPHICS & RESEARCH LLC
FOR SERVICES PROVIDED BY ANDREW J. WESTALL**

for

**EXECUTIVE DIRECTOR
for the Los Angeles Unified School District (“LAUSD”) Redistricting Commission**

Said Agreement is Number C-_____

**Professional Services Agreement
EXECUTIVE DIRECTOR OF THE LAUSD REDISTRICTING COMMISSION**

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ATTACHMENTS

- Attachment A – Standard Provisions (Rev. 10/17[v.3])
- Attachment B – Confidentiality Agreement

AGREEMENT NUMBER C-_____
BETWEEN
THE CITY OF LOS ANGELES
AND
BEAR DEMOGRAPHICS & RESEARCH LLC
FOR SERVICES PROVIDED BY ANDREW J. WESTALL

FOR EXECUTIVE DIRECTOR OF LAUSD REDISTRICTING COMMISSION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), and Bear Demographics & Research LLC, a Limited Liability Company ("Contractor") for services provided by Andrew J. Westall (hereinafter referred to as "Executive Director")

WHEREAS, the Los Angeles Unified School District Redistricting Commission (hereinafter referred to as the "Commission"), has been established and designated under the Los Angeles City Charter to advise the City regarding the redistricting of the School Board of Education district boundaries; and

WHEREAS, the Commission cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, Contractor was selected after a competitive process to provide services to the Commission; and

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been funded in the FY 2020-21 budget which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to City Charter Section 802(b) and Council File Number 20-0668, dated November 2, 2020, which authorizes the City Clerk, on behalf of the Chair of the Los Angeles Redistricting Commission for the Los Angeles Unified School District, to prepare and execute the Agreement).

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

1.1.2 Contractor, Bear Demographics & Research LLC, a Limited Liability Company, having its principal address at [REDACTED]

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Luis A. Sanchez – Chairman of the Commission

[REDACTED]

Invoices should be sent to:

Steve Luu, Legislative Analyst
Office of the Chief Legislative Analyst
200 North Spring Street, Room 255
Los Angeles, California 90012
(213) 473-5720

and

Ruben Viramontes
Fiscal Manager
200 North Spring Street, 2nd Floor
Los Angeles, California 90012
(213) 978-1083

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Andrew J. Westall

[REDACTED]

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on March 10, 2021 and will terminate on November 9, 2021, unless terminated earlier as provided herein. At the discretion of the Chair of the Commission, the term of the agreement may be extended and executed under the Chair's signature through a contractual amendment, in increments of one-month, not to exceed a total contract period of 10 months.

2.1. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

The Executive Director will provide the following services on an as-needed basis:

- 3.1 Direct and participate in the development and implementation of policies, decisions, and orders of the Los Angeles Unified School District Redistricting Commission;
- 3.2 Recommend the hiring of, with approval of the Commission, through the City, and direct and supervise Commission staff;
- 3.3 Recommend the hiring of, with approval of the Commission, through the City, and manage contractors and consultants;
- 3.4 Prepare a budget for Commission approval and ensure the delivery of the work program within the budget;

- 3.5 Maintain liaison with public and private organizations concerned with redistricting of the Los Angeles Unified School District;
- 3.6 Act as liaison for the Commission with City and LAUSD elected officials and other elected officials;
- 3.7 Provide information to the public and media on Commission activities with the approval of the Commission Chair;
- 3.8 Conduct research and prepare reports and materials related to redistricting;
- 3.9 Apply job-related, standard personnel criteria in selecting, orienting, assigning, training, counseling, evaluating, and disciplining subordinates;
- 3.10 Organize and conduct public hearings and meetings as directed by the Commission;
- 3.11 Be present at all Commission meetings, including all meetings of Commission committees and all public forums held by the Commission, and any other meetings as directed by the Commission;
- 3.12 Prepare and direct the preparation of clean, concise, and comprehensive reports;
- 3.13 Interface with elected officials, Commissioners, representatives of the community, and employees;
- 3.14 Make effective oral presentations to a wide variety of groups;
- 3.15 Negotiate and supervise contracts consistent with Commission direction and approval;
- 3.16 Fulfill other duties assigned by the Commission; and
- 3.17 Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate

nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay the Contractor for satisfactory services rendered a monthly amount of \$15,000, with a total contractual amount not to exceed \$120,000.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

5.2 Method of Payment

5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Section 5.1 of this Agreement and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Description of services, including, but not limited to:

- a) Date of Assignment
- b) Matter Name and Matter Number
- 5. Number of Pages, if any, and Rate for Service
- 6. Amount of invoice

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

- 5.2.2 The Contractor shall notify the Office of the City Clerk within 10 business days when 80% of the maximum compensation has been reached. Notice must be sent to the address listed below:

Ruben Viramontes
200 N. Spring Street, 2nd Floor
Los Angeles, California 90012

6.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

8.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

9.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 7.0 and 8.0 are provided to and apply to all subcontractors of this Agreement.

10.0 CONTINUED REQUIREMENTS

The requirements of this Section 7.0, 8.0, and 9.0 survive termination of the Agreement.

11.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that 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.

12.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/17[v3]), attached hereto as Attachment A and incorporated herein by reference.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

By: 
LUIS A. SANCHEZ
CHAIR

Los Angeles Unified School District
Redistricting Commission

Date: 3/9/2021

By: 
ANDREW J. WESTALL
PRINCIPAL & OWNER

Bear Demographics & Research LLC

Date: March 10, 2021

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
DANIEL KREINBRING
Deputy City Attorney

Date: 3/9/21

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number 0003242807-0001-1-0000
Internal Revenue Service Taxpayer Identification Number 86-1486515
Agreement Number C- _____