

FIRST AMENDMENT TO CONTRACT NO. C-138135

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

**FIRST AMENDMENT TO CONTRACT NO C-138135
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 FIRST AMENDMENT Contract No. C-138135 ("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, in order to carry out its Charter-mandated duties regarding the redistricting of the School Board of Education district boundaries, the Commission has identified a need for technical assistance in mapping and line drawing of district boundaries based on census data; and

WHEREAS, there is a shortage of existing contractors for line drawing and mapping services due to the immense demand for these specialized services nationwide as a result of the temporary and immediate nature of the work, and the short Charter-mandated timeframe associated with the redistricting process; and

WHEREAS, an amendment to the Agreement with the Contractor would generate greater budgetary savings and allow the Commission to reallocate these savings for other Charter-mandated purposes associated with the Commission's work; and

WHEREAS, the Contractor is the current Executive Director of the Los Angeles Unified School District Redistricting Commission; and

WHEREAS, the Contractor has over 20 years of experience with mapping and line drawing of district boundaries and was previously the line drawing contractor for the Los Angeles City Council Redistricting Commission and Los Angeles Unified School District Redistricting Commission; and

WHEREAS, redistricting services provided to the Commission are professional in nature and temporary in character, and a competitive bidding process would not be compatible with the City's interest to competitively bid for the work cited herein; and

WHEREAS, both parties wish to amend the Agreement to further articulate the existing scope of work by including an additional description of mapping and line drawing

services for the redistricting of School Board of Education district boundaries; and increase funding by \$_____.

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree to amend the Agreement in Section 3.0 (Services to be Provided) and Section 5.1 (Compensation) as follows:

Section 3.0 SERVICES TO BE PROVIDED

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

- 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.

3.18 Advise the Commission on technical matters relating to the School Board of Education district boundary design activities;

3.19 Provide technical assistance to the Commission and the public, particularly with respect to the redistricting database and software tools used for School Board of Education District boundary design activities;

3.20 Act as a liaison with members of the public involved in public map submissions to the Commission;

3.21 Develop and prepare maps and demographic reports through the analysis of demographic and geographic data, as requested by the Commission; and

3.22 Coordinate and develop the preparation of draft and final School Board of Education district map boundary plans including boundary alternatives, in consultation with Commissioners.

Section 5.1 Compensation

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

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.

In the event of an inconsistency between any of the provisions of this First Amendment to Contract No. C-138135 or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1) First Amendment to Contract No. C-138135
- 2) Agreement No. C-138135, and
- 3) Standard Provisions for City Contracts (Rev. 10/17) [v.3].

Except as herein amended or modified, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.

This First Amendment includes three (3) pages and is executed in three (3) duplicate originals; each of which is deemed to be an original. The Original Agreement is hereby incorporated by reference in its entirety into this First Amendment.

(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

By: _____
ANDREW J. WESTALL
PRINCIPAL & OWNER

Bear Demographics & Research LLC

Date: _____

Date: _____

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

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

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