

From: Joyce Dillard <dillardjoyce@yahoo.com>

To: Alan Alietti <alan.alietti@lacity.org>; Patrice Lattimore <patrice.lattimore@lacity.org>; The Honorable Dennis P. Zine <councilmember.zine@lacity.org>; The Honorable Bernard C. Parks <councilmember.parks@lacity.org>; The Honorable Bill Rosendahl <councilmember.rosendahl@lacity.org>; The Honorable Carmen Trutanich <CTrutanich@lacity.org>; The Honorable Ed Reyes <councilmember.reyes@lacity.org>; The Honorable Eric Garcetti <Councilmember.Garcetti@lacity.org>; The Honorable Herb J. Wesson Jr. <councilmember.wesson@lacity.org>; The Honorable Jan Perry <councilmember.perry@lacity.org>; The Honorable Joe Buscaino <councilmember.buscaino@lacity.org>; The Honorable Jose Huizar <councilmember.huizar@lacity.org>; The Honorable Mitchell Englander <councilmember.englander@lacity.org>; The Honorable Paul Koretz <Paul.Koretz@lacity.org>; The Honorable Paul Krekorian <Councilmember.Krekorian@lacity.org>; The Honorable Richard Alarcón <councilmember.alarcon@lacity.org>; The Honorable Tom LaBonge <councilmember.labonge@lacity.org>; The Honorable Tony Cardenas <councilmember.cardenas@lacity.org>

Sent: Wednesday, June 13, 2012 9:57 AM

Subject: Comments Agenda No. 9 CF 11-0197-S3 Council Redistricting; Agenda No.10 CF 11-0197-S4 LAUSD Redistricting

We object to these maps based on lack of transparency and disclosure. You chose to place this on a SPECIAL AGENDA for the Rules, Elections and Inter-governmental Committee noted for PUBLIC HEARING this morning. It is not an emergency.

Maptitude, a Caliper Corporation licensed product, was used, but the City and the LAUSD Redistricting Commissions but it appears that both Commissions did not license the software through the City. We can find no such record.

Instead, REDISTRICTING PARTNERS LLC was contracted, through the EXECUTIVE DIRECTOR DOUGLAS WANCE of the Los Angeles City-Council Redistricting Commission for The Los Angeles Unified School District, Contract No. C-120163.

Services contracted were:

To provide contractual Technical Director/Specialist Services

And Scope of Services included:

1) Basic redistricting - dataset building, four hearings, three versions of new draft maps, one final map, creation of final files for submission.

This will be done on an expedited timeline included 24-hour turnaround of districtwide maps. (Flat Fee: \$55,000.)

2) Maptitude Training - three separate trainings on the Maptitude public mapping software with development of a basic manual of basic redistricting principles and mapdrawing.

(\$5,000--same as Caliper Corp training costs)

3) Outreach Hearings Technical Staffing - it is important that, in addition to the board business meetings that a line drawer be present to interpret and analyze proposed lines of individual districts or regions.

(Estimated 70 hours at \$150 per hour or \$10,500.)

4) *Plan Analysis - Outside plans are reviewed as a part of the redistricting process to ensure that no public submission goes without critical analysis. To not analyze a map submitted would be akin to turning off the microphone when someone speaks before the commission.*

(Estimated 50 Hours at \$150 per hour or \$7,500 Flat Fee.)

5) *Administrative post-redistricting-after the commission has completed it line drawing process there will be a period of interaction with the City Council prior to final adoption. Participation in these meetings and any technical work is included in the base product.*

Included in and/or in addition to the foregoing, Contractor shall provide the following services:

A. Advise the Commission on technical matters related to the LAUSD Board District boundary design activities of the Commission;

B. Provide technical assistance to the Commission, staff and the public, particularly with respect to the software tools used for LAUSD Board District boundary design activities;

C. Report to and work under the administrative oversight of the Commission and attend meetings as directed by the Executive Director;

D. Develop and prepare maps and demographic reports as requested by the Commission and/or the Executive Director;

E. Make effective oral presentations to the Commission and other governmental bodies; and

F. Fulfill other duties assigned by the Commission and/or the Executive Director or other supervising City staff.

REDISTRICTING PARTNERS LLC was incorporated on March 4, 2011.

The address listed on the Secretary of State's website as the entity address is:

2207 G St.
Sacramento, CA 95816

It appears to be a residential neighborhood.

The address of the business, per the contract, is:

1107 9th St.
Sacramento, CA 95814

We cannot ascertain, by the Contract, who comprises the principals of REDISTRICTING PARTNERS LLC.

That same address and suite number also belongs to:

National Council of La Raza

Is there any relationship amongst these entities?

The City has NO CONFLICT OF INTEREST CODE for consultants. You have left the door open for corruption.

Do not approve these maps without ascertaining the veracity of the data provided and how Maptitude was licensed and used.

Joyce Dillard
P.O. Box 31377
Los Angeles, CA 90031

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 3/1/12

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): Office of the City Clerk

CONTACT PERSON: Douglas Wance PHONE: 213-473-5961

CONTRACT NO.: C-120163 COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDMENT NO.
ADDENDUM NO.
SUPPLEMENTAL NO.
CHANGE ORDER NO.

CONTRACTOR NAME: Redistricting Partners, LLC

TERM OF CONTRACT: January 25, 2012 THROUGH: July 1, 2012

TOTAL AMOUNT: \$78,000

PURPOSE OF CONTRACT:

The contractor shall provide contractual Technical Director/Specialist Services.

PROFESSIONAL SERVICES AGREEMENT

Contractor: Redistricting Partners, LLC

Title: Technical Director/Specialist Services

Said Agreement is Number C-120163

**Professional Services Agreement
Technical Director/Specialist Services**

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ATTACHMENTS

Exhibit 1 – Scope of Services

Appendix A – Standard Provisions for City Contracts

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
Redistricting Partners, LLC**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter "City") acting by and through the City of Los Angeles Redistricting Commission for the Los Angeles Unified School District (hereinafter "Commission") and Redistricting Partners, LLC, a California limited liability corporation (hereinafter "Contractor").

ARTICLE I. INTRODUCTION

§101. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representatives of the LAUSD Redistricting Commission shall be:

Douglas E. Wance, Executive Director
Los Angeles City Council Redistricting Commission
200 N. Spring Street, Room 285
Los Angeles, CA90012

2. The representative of the Contractor shall be:

Paul Mitchell, President
Redistricting Partners, LLC
1107 9th St., Ste 230
Sacramento, CA 95814

B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.

§102. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201. Term of Agreement and Non-Exclusivity

The term of this Agreement shall commence on January 25, 2012 and shall end on or before July 1, 2012. This agreement is non-exclusive. The Commission retains the right to utilize other vendors for the same or similar services during the term of this Agreement.

At the request of the City, and because of the need therefore, Contractor may have provided services prior to the execution 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, and payment therefore is authorized subject to all of the applicable terms and conditions of this Agreement.

§202. Purpose of Agreement and Services to be Provided

The Contractor shall provide contractual Technical Director/Specialist Services which are supported by a more detailed work task schedule to be developed by the parties, and attached hereto as Exhibit 1 – Scope of Services. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

ARTICLE III. PAYMENT AND CONTRACTOR'S PERSONNEL

§301. Compensation and Method of Payment

A. Maximum Amounts for Contractor Services

The Commission shall pay the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement and services delineated in Exhibit 1, an amount not to exceed Seventy-Eight Thousand Dollars (\$ 78,000.)

B. Payment Processing

1. The Contractor shall submit invoices and supporting documentation to:

Douglas E. Wance, Executive Director
Los Angeles Redistricting Commission for the LAUSD
200 N. Spring Street, Room 285
Los Angeles, CA90012

2. The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:
 - a. Name, address, and telephone number of Contractor.
 - b. Date of invoice and invoice number.
 - c. Description of completed task, date of service and amount due for task.
 - d. Original receipts for payment of the media advertising and appropriate documentation that the ad was published.
3. All invoices shall be submitted on Contractor's letterhead, containing Contractor's official logo, or other unique and identifying information, such as the name and address of the Contractor. Invoices shall be submitted within 30 days of service. Invoices are considered complete when appropriate documentation of services provided is approved by the Commission.
4. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the contractor. The City will not compensate the contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

§302. Contractor's Personnel

1. Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work for Contractor under this Agreement.
2. Contractor may utilize subcontractors to assist in the performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of subcontractor.
3. Contractor understands that the City has no financial or other obligation to subcontractors, if subcontractors are used by the Contractor.

ARTICLE IV. OWNERSHIP

§401. Ownership

- A. Contractor acknowledges and agrees that all documents, reports, analyses, studies, drawings, information or data (hereinafter collectively referred to as "Contract Materials"), originated and prepared by Contractor pursuant to the terms of this agreement, are "Work Made for Hire" and shall become the property of the City for its use in any manner it deems appropriate. Contractor assigns any and all of its respective interests and rights in such property to the City for its use in any manner it deems appropriate.
- B. All documents and records provided by City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement or at the request of the City.
- C. The provisions of Article IV survive termination of this Agreement.

ARTICLE V. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

§501. Confidentiality

- A. All Documents and information provided to the Contractor by the City are confidential. All Materials are to be considered confidential. Contractor agrees not to provide Documents and Materials, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law.

- B. The provisions of Article V survive termination of this Agreement.

ARTICLE VI. STANDARD PROVISIONS FOR CITY CONTRACTS

§601. Incorporation of City's Standard Provisions for Professional Services Contract

A. **Standard Provisions for City Contracts**

Contractor agrees to comply with the Standard Provisions for City Contracts, attached hereto as Appendix A and made a part hereof.

B. **Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses**

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor's profession, performing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform services described herein.

C. **Compliance with Statutes and Regulations**

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and City of Los Angeles. Contractor shall comply with any subsequent, new, amended, or revised laws, regulations, and procedures that may apply to the performance of this Agreement.

D. **Federal, State, and Local Taxes**

Federal, state, and local taxes are the responsibility of the Contractor as an independent Contractor and not as a City employee.

ARTICLE VII. ENTIRE AGREEMENT

§701. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§702. Number of Pages and Attachments


This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes nine (9) pages, One (1) Exhibit and One (1) Appendix which constitute the entire understanding and agreement of the parties.


[Signature page follows.]

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

For: THE CITY OF LOS ANGELES
a Municipal Corporation

For: Redistricting Partners, LLC

By: 
Douglas Wance
Executive Director
City of Los Angeles Redistricting
Commission for the Los Angeles
Unified School District

By: 
Name: Paul Mitchell
Title: President

Date: _____

Date: 2/23/2012

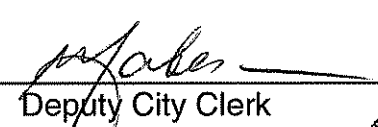
APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

By: 
Harit U. Trivedi
Deputy City Attorney

By: 
Deputy City Clerk

Date: 2/27/12

Date: 3-1-12



City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number C-120163

EXHIBIT 1 to Redistricting Partners Contract

SCOPE OF SERVICES

Contractor shall provide the following services, including, but not limited to:

- 1) Basic redistricting – dataset building, four hearings, three versions of new draft maps, one final map, creation of final files for submission. This will be done on an expedited timeline included 24-hour turnaround of districtwide maps. (Flat Fee: \$55,000.)
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