

## **REPORT OF THE CHIEF LEGISLATIVE ANALYST**

---

DATE: June 4, 2021

TO: Honorable Members of the Rules, Elections, and Intergovernmental Relations Committee

FROM: Sharon M. Tso *smTso*  
Chief Legislative Analyst

Assignment No: 21-05-0434

SUBJECT: LAUSD Redistricting Commission – Cost Sharing Agreement with LAUSD and Additional Staffing Support

### **SUMMARY**

The Los Angeles City Charter requires that district boundaries for the City Council and Los Angeles Unified School District (LAUSD) Board be redrawn every ten years following the decennial U.S. Census (Redistricting). The LAUSD Redistricting Commission has begun their work to redraw district boundaries in compliance with the City Charter and in anticipation of the receipt of the 2020 Census data. Historically, the City Council and LAUSD have shared and provided funding to cover the costs of the LAUSD Redistricting Commission (Commission) in order to support their work program during the redistricting process.

On August 11, 2020, the Council adopted recommendations (C.F. 20-0668) instructing the Chief Legislative Analyst (CLA) to seek financial and other resources necessary from the LAUSD to support the LAUSD Redistricting Commission and negotiate and report with any documents necessary to receive these resources. This report outlines the terms of the attached Memorandum of Agreement for cost sharing with the LAUSD for expenses associated with the redistricting process. Additionally, the Commission has indicated that they are seeking to hire additional staff in order to provide administrative and clerical support for the Commission's work.

### **RECOMMENDATIONS**

1. Authorize the Chief Legislative Analyst to execute the Memorandum of Agreement with the Los Angeles Unified School District (LAUSD) relative to a cost-sharing agreement for costs associated with the operating budget of the LAUSD Redistricting Commission;
2. That the City Council, subject to the approval of the Mayor:
  - a. Approve Resolution Authority in the City Clerk's office for one Commission Executive Assistant I position for the period of June 14, 2021 through June 30, 2021 and, in accordance with Los Angeles Administrative Code Section 4.133, for the period of July 1, 2021 through December 3, 2021 to provide administrative support for the LAUSD Redistricting Commission; and

- b. Authorize the Chair of the LAUSD Redistricting Commission to select and the City Clerk to appoint the above referenced position.

## **BACKGROUND**

The LAUSD Redistricting Commission (Commission) has appointed an Executive Director, who has since developed an operating budget for the Commission's forthcoming work program. The Commission's operating budget provides for costs associated with hiring staff, office space, equipment, software, and other supplies. Additionally, the Commission's budget sets aside funding for consultants to provide specialized studies and other services, which include the drawing of district boundaries and Census count analyses. The operating budget also allocates funding for costs associated with public hearings that are incurred through facility rental fees and licenses for virtual meetings.

### ***Cost Sharing Agreement with LAUSD***

With the costs for the operating budget in consideration, the CLA has been engaged in negotiations with the staff from the LAUSD on a Memorandum of Agreement that would provide for cost sharing of the Commission's budget. Historically, the Council and LAUSD have provided allocations to cover all costs associated with the operating budget of the Commission in order to develop and support their work throughout the redistricting process. In prior redistricting processes, the City and LAUSD have agreed to split the cost of the Commission's operating budget equally (50 percent of the total cost). Consistent with past practice, the LAUSD has agreed to continue to equally split the total cost of the adopted operating budget of the Commission with the City.

As part of this agreement, the LAUSD shall reimburse the City for its proportion of the costs by submitting payments to the City via a two-payment process. This two-payment process will include a deposit payment that will be initially credited for the LAUSD's share of the costs, and a reconciliation payment to resolve any outstanding costs at the conclusion of the redistricting process. Should the costs for the Commission exceed the adopted operating budget, the agreement includes a provision for both parties to amend the operating budget as necessary to sufficiently cover all expenses.

### ***Redistricting Commission Staffing – Administrative Support***

As part of the Commission's operating budget, funding is allocated to hire a Commission Executive Assistant to provide administrative and clerical support for the Commission's work program. As part of their duties, the Commission Executive Assistant would maintain the Commission's official public records, and prepare and distribute the agendas and minutes of Commission meetings in compliance with the Ralph M. Brown Act.

Similar to the Executive Director position, the Commission Executive Assistant could be hired as a contractor for the duration of the redistricting process. However, due to the administrative requirements associated with becoming a contractor (e.g., obtaining a business tax license, purchasing liability insurance, etc.), the modest salary set aside in the operating budget for the

position, and the temporary duration of the Commission's work program, hiring the Commission Executive Assistant as a City employee for a limited duration could be more cost effective for the individual who is hired to support the Commission. As a result, the Commission has indicated that they are seeking to hire a Commission Executive Assistant as a City employee and is requesting limited duration resolution authority for a Commission Executive Assistant I through an appointment by the City Clerk's office.



---

Steve Luu  
Analyst

Attachment 1: Draft Memorandum of Agreement – LAUSD Redistricting Commission Cost-Sharing

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
LOS ANGELES UNIFIED SCHOOL DISTRICT**

Los Angeles Unified School District (hereinafter referred to as “LAUSD”) and the City of Los Angeles (hereinafter referred to as “City”) acting by and through the Chief Legislative Analyst do hereby enter into an agreement for the sharing of costs related to the redistricting of the seven LAUSD Board of Education districts used for elections of and for the filling of any vacancies in the offices of members of the LAUSD Board of Education pursuant to Section 802 of the Charter of the City of Los Angeles (hereinafter “Charter”).

**WHEREAS**, LAUSD is a school district governed by a Board of Education provided for in the Charter and the California Education Code and other State law;

**WHEREAS**, the Charter provides for the City to redistrict LAUSD into seven districts every ten years, which shall be used for the elections of members of the Board of Education, including their recall, and for filling any vacancy in the office of the member of the Board of Education;

**WHEREAS**, the City and LAUSD have determined that it is in their respective best interests to establish agreed methods and procedures for sharing costs incurred as a result of the LAUSD redistricting process through the LAUSD Redistricting Commission; and

**WHEREAS**, under the Charter, the City's municipal elections, including elections for the LAUSD Board of Education, will be held in March and November of even-numbered years in which Presidential elections are held, and June and November of even-numbered years in which Gubernatorial elections are held, unless different dates are set by City ordinance, and consolidated with California State elections conducted by the Los Angeles County Registrar-Recorder/County Clerk on the same dates.

**NOW THEREFORE**, in consideration of the above premises covenants, representations and agreements set forth herein, the parties hereby covenant, represent and agree as follows:

- I. Consistent with City Charter Section 802, the City shall agree to manage the redistricting process for LAUSD, including the appointment of redistricting commissioners, assist in the hiring of staff, the facilitation of a workspace for the commission, and other administrative duties that will be needed for the commission to conduct its work.

## II. Parties to the Agreement, Representatives and Notices

### A. Parties to the Agreement

The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street Room 255, Los Angeles, CA 90012.
2. The Los Angeles Unified School District, a public school district organized and existing under the laws of the State of California, having its principal office at 333 S. Beaudry Avenue, Los Angeles, CA 90017.

### B. 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. The City's representative will be:

Chief Legislative Analyst or designee  
Office of the Chief Legislative Analyst  
200 North Spring Street, Room 255  
Los Angeles, CA 90012  
(213) 473-5709

2. The LAUSD's representative will be:

Executive Officer of the Board of Education  
Los Angeles Unified School District  
333 S. Beaudry Avenue, 24<sup>th</sup> Floor  
Los Angeles, CA 90017  
(213) 241-7002  
jefferson.crain@lausd.net

### C. Notices

1. Formal notices, demands, communications, and invoices, to be given hereunder by either party shall be made in writing, directed to the party's representatives as identified above, and may be effected by personal delivery, registered mail, certified mail, overnight carrier, electronic transmittals, or confirmed facsimile. Notices shall be deemed communicated as of the date of delivery or the date of receipt, whichever is applicable. In the case of electronic transmittals or facsimile, said documents shall be deemed communicated upon receipt if transmitted

during the receiving party's normal business hours, otherwise on the first working day following receipt.

2. If the name of the person designated to receive the notices, demands, communications, invoices or the address of such person is changed, written notice must be given in accordance with this Section, within ten (10) working days of said change.

### **III. Term of Agreement**

- A. The term of this Agreement will commence on April \_\_, 2021 and shall continue in force until 3 months after the new districts are adopted by the City Council unless terminated by any of the parties hereto without cause upon thirty (30) days advance written notice to the other party.
- B. At LAUSD's request and because of the need thereof, if the City began performance prior to the commencement of this Contract, to the extent that such services were performed in accordance with the terms and conditions of this Contract, LAUSD ratifies and accepts such services.

### **IV. Redistricting Cost-Sharing Agreement - Operating Budget**

At its first meeting, or soon thereafter, the LAUSD Redistricting Commission shall recommend a proposed operating budget for the redistricting process to the City Council for approval, and shall provide a copy to LAUSD for its review and comment. This operating budget shall include costs related to salary expenses, and other redistricting expenses, including, but not limited to, office space, miscellaneous redistricting supplies and expenses, equipment, professional services, data, and software, as outlined in Sections V and VI of this agreement. Prior to its formal approval by the City Council, LAUSD shall be provided fourteen days after receipt of the proposed operating budget to comment on the form, content and/or amount of the operating budget in order to inform the City Council's decision. Upon the City Council's approval of an operating budget for the LAUSD Redistricting Commission, the City and the LAUSD shall agree to share the costs for the operating budget of the LAUSD redistricting process in an amount not to exceed 50 percent of the total operating budget for each respective party, subject to the review, approval and/or audit of invoices as set forth below. As it relates to the billing of redistricting costs, the LAUSD shall remit payments via a payment process that includes a deposit payment and a reconciliation payment. The LAUSD shall submit a deposit payment, as determined in Section VI below, following the approval of the operating budget by the City Council. At the conclusion of the LAUSD redistricting process, the LAUSD shall submit a reconciliation payment to resolve the remainder of the amount of incurred costs that are owed to the City.

If costs are projected to exceed the originally agreed upon Operating Budget, and such costs are anticipated as a requirement to fulfill City Charter mandates, then both parties

must adjust the Operating Budget as necessary to sufficiently cover all expenses related to the Charter mandated work.

## **V. Redistricting Costs and Expenses**

All costs associated with the LAUSD redistricting process shall be accumulated by the City and accounted for in accordance with generally accepted accounting standards and procedures. The redistricting costs to be shared by the City and LAUSD shall be the sum of the Salary Expenses and Other Redistricting Expenses, for all activities associated with the work of the LAUSD Redistricting Commission, in accordance with Section V through VI. From this sum, Revenues collected for each jurisdiction determined in accordance with Section V (C) will be deducted.

### **A. Salary Expenses shall consist of the following:**

#### **1. Total temporary employee salary costs:**

- i. "Salary costs" shall be defined as the actual wages and/or salary received by each temporary redistricting staff employee for all hours worked in the conduct of the LAUSD redistricting process.
- ii. Plus a Fringe Benefits, Central Services and Department Administration and Support rate using the City's Indirect Cost Rates- CAP Rates, determined by the Controller's Office.

#### **2. Total temporary employee overtime costs**

- i. "Overtime costs" shall include the dollar equivalent of all overtime incurred by temporary redistricting staff employees, including any banked time for temporary employees, required to be worked in the conduct of the LAUSD redistricting process.
- ii. Plus a Fringe Benefits and Central Services rate using the City's Indirect Cost Rates - CAP Rates for Overtime, determined by Controller's Office.

### **B. Other Redistricting Expenses shall be computed as follows:**

1. Sum of other redistricting costs composed of office space, miscellaneous redistricting supplies, and administrative processing expenses.
2. Sum of the cost of all equipment, software, data, and furniture purchased solely for use in the conduct of the work of the LAUSD Redistricting

Commission. Such equipment, software, and furniture may include, but is not limited to, those used to process adjustments and redistricting of LAUSD Board of Education district boundaries.

3. Operating expenses shall consist of the direct costs of supplies, publications, training materials, equipment, and professional services incurred during the fiscal year to provide redistricting services for the LAUSD Redistricting Commission. Professional services include but are not limited to services provided by interpreters, court reporters, and hearing officers.
4. Total Other Departments' costs shall consist of the sum of the direct costs of other departments related to the support of the LAUSD Redistricting Commission, which includes, but is not limited to, data services, communications-mail, and communications-telephone.

C. Total Revenues shall include the sum of all revenues collected by the City. Revenues shall include, but is not limited to, charges for photocopying services and collections from the sale of proposed redistricting maps.

## **VI. Redistricting Costs Billing – LAUSD**

Following the approval of the LAUSD Redistricting Commission's operating budget by the City Council, the City shall submit invoices to the Board of Education requesting reimbursement that shall not exceed half of the Redistricting Costs and Expenses described in Section V, above. Following the submission of the invoices, LAUSD shall agree to remit a 75% deposit of the LAUSD's proportion of the shared costs associated with the approved operating budget, as outlined in Section V of the agreement, above. Invoices submitted by the City shall first offset the initial 75% deposit payment from LAUSD. Following the conclusion of the LAUSD redistricting process, the City shall submit an invoice to the LAUSD for a payment that reconciles the remaining proportion of the amounts owed to the City, as outlined in Sections IV and V, above. The billing invoice presented to LAUSD by the City shall be in a form acceptable to LAUSD subject to approval of its authorized representative. LAUSD hereby agrees to remit payment of the undisputed amount shown on the invoices within 45 days after its receipt of the invoice in question.

LAUSD may audit any billing. The City shall, upon request, furnish LAUSD with appropriate accounting working papers used in support of the City's calculations and cost proration, and supporting documentation of costs and expenses, including time sheets, expense reports and third-party invoices. Any audit by LAUSD must commence within 60 days after receipt of the invoice and must be completed within 90 days. Unpaid amounts resolved by audit must be paid within 30 days after completion of the

audit. To the extent that any additional amounts remain in dispute at the conclusion of the LAUSD redistricting process, both parties will negotiate with one another for the purpose of resolving any such disputes. No payments shall be unreasonably delayed or withheld.

## **VII. Amendment of Contract**

During the LAUSD redistricting process, the City and LAUSD may review the redistricting costs and methods of proration to determine if any modifications are in order. Any resulting amendment or modification shall be subject to mutual agreement by both parties and shall be effected only through a signed written amendment to the agreement.

## **VIII. Indemnification**

Pursuant to California Government Code Section 895.4 and 895.6, the City and LAUSD shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

The City and LAUSD indemnify and hold harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of California Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by California Government Code Section 895.

In the event of third-party loss caused by negligence, wrongful act or omission attributed to either of the parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective duly authorized representatives:

**CITY OF LOS ANGELES**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Sharon M. Tso  
Chief Legislative Analyst

\_\_\_\_\_  
Jefferson Crain  
Executive Officer of the LAUSD Board  
Of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

Michael N. Feuer  
City Attorney

Holly L. Wolcott  
City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

Daniel W. Kreinbring  
Deputy City Attorney

Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Ryan B. Luther  
Assistant General Counsel II  
Office of the General Counsel  
Los Angeles Unified School District

By: \_\_\_\_\_

Ryan B. Luther

Date: \_\_\_\_\_