

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and BEAR DEMOGRAPHICS & RESEARCH, LLC, a California limited liability company (“Consultant”) is effective as of the 15th day of February, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 6, 2021 (“Agreement”), whereby Consultant agreed to provide demographic services in connection with City’s redistricting process by producing and analyzing draft maps for review by the community and City Council, attending public hearings, and making presentations at a number of community workshops, for a Contract Sum of \$29,000.

B. City and Consultant now desire to have Consultant attend and assist at four additional in-person townhall style meetings (public workshops) at a cost of \$1,500 per meeting, bringing the increased Contract Sum to \$35,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *Thirty-Five Thousand Dollars (\$35,000.00)* ~~Twenty-Nine Thousand Dollars (\$29,000.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section I. of Exhibit A (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

“I. The City adopted an electoral district map for its four City Council members (Mayor elected at-large) in 2020, in time to be used in the 2020 City Council elections. The City now desires to review the adequacy of the adopted districts against the constitutional standards in light of demographic and population changes in Carson evidenced in the 2020 United States Census. Consultant will perform the following services concerning the decennial update of the City’s City Council Districts based on the 2020 U.S. Census Data (the “Services”):

- A.** Work with the City Attorney's Office and City staff to finalize and gain staff approval of consultant-developed training materials and presentation on redistricting.
- B.** Work with the City Attorney's Office and City staff to identify all scope of work written tasks that shall be translated into Spanish, Tagalog, and any other languages as needed. All written translation will be conducted at the City's cost unless otherwise negotiated. All materials that require translation shall be submitted to City staff or the requisite vendor at least seven business days in advance of publication.
- C.** First Public Hearing – Train the Mayor and City Council during a regular meeting on the redistricting process, federal Voting Rights Act, California Voting Rights Act, California FAIR MAPS Act, and all other applicable state and federal election laws.
- D.** Upon receipt of the 2020 Census and PL 94-171 data, work with the City Attorney's Office and City staff to finalize and provide data summary and geographic files in standard map and data formats (e.g. ArcGIS, Maptitude, MapInfo, .DBF, etc.) for public distribution with downloadable files available on the City's website.
- E.** Analyze whether the 2020 Census data requires modifications to the City Council districts and report the findings to the City Attorney's Office and City staff.
- F.** Work with the City Attorney's Office and City staff to finalize and gain staff approval of consultant-developed 2020 Census materials and presentation.
- G.** Second Public Hearing - Present 2020 Census findings to the Mayor and City Council during a regular meeting, including redistricting process updates.
- H.** Evaluate draft maps prepared by the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts, including all other applicable laws, and share findings with the City Attorney's Office and City staff.
- I.** Work with the City Attorney's Office and City staff to finalize and gain staff approval of a written summary of all public input submitted at the public input hearings, in writing, as a proposed map, or during other Mayor and City Council conducted comment periods prior to the release of a draft map.
- J.** Propose new district boundaries to the City Attorney's Office and City staff based on feedback provided by the community and criteria set by the Mayor and City Council that are population balanced and satisfy the requirements of federal, state, and local laws.
- K.** Work with the City Attorney's Office and City staff to finalize and gain staff approval of the proposed initial draft map (or maps) and accompanying technical report for public release and presentation to the Mayor and City Council.

- L. Third Public Hearing - Present staff recommended initial draft map (or maps) and accompanying technical report to the Mayor and City Council during a regular meeting, along with public comment and submitted proposed maps analysis. Proposed draft map (or maps) and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.
 - M. Make modifications to the initial draft map (or maps) based on input from the Mayor and City Council and the community in coordination with the City Attorney's Office and City staff.
 - N. Work with the City Attorney's Office and City staff to finalize and gain staff approval of the revised final draft map and accompanying technical and written reports summarizing all public input on the proposed initial draft map (or maps).
 - O. Fourth Public Hearing - Present consultant recommended, and City Attorney's Office and City staff approved, revised final draft map and accompanying technical report to the Mayor and City Council along with public comment and analysis of all available public input. Proposed revised final draft map and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.
 - P. Fifth Public Hearing - Adoption of final map and ordinance by the Mayor and City Council at a regular meeting. Proposed final map and technical report will be published seven days in advance in accordance with the California FAIR MAPS Act.
 - Q. ***Four additional in-person townhall style meetings ("Four Additional Meetings") at the locations, dates and times indicated in Exhibit D.***
 - R. Assist the Mayor and City Council, City Attorney's Office, and City staff in all facets of implementing the final district boundary map, including all deliverables needed for the Registrar of Voters to implement new voter precinct boundaries and City Clerk and City Council archives.
 - S. Actively participate in all meetings and public hearings scheduled by the Mayor and City Council that address the redistricting process in accordance with local public health rules and orders. The team is located in Southern California and is available to participate or meet in person as required by the City.
- C. Section I. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

"I. Except as otherwise provided in the immediately following sentence, Consultant shall perform the Services at the hourly rates set forth in Exhibit "C-1." Consultant shall be compensated for its services related to the Four Additional Meetings in an amount of \$6,000, at \$1,500 per meeting. Notwithstanding the foregoing or any other provision of this Agreement, Consultant shall complete all Services for an amount that does not exceed the Contract Sum."

D. Section V. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

“V. The total compensation for the Services shall not exceed \$35,000.00 ~~\$29,000.00~~ as provided in Section 2.1 of this Agreement.”

E. Section I. of Exhibit D (Schedule of Performance) of the Agreement is hereby amended as follows:

At the very end of Section I, the following is added to account for the schedule of performance for the Four Additional Meetings:

2/19/22 10am	Mills Park
2/19/22 1pm	Foisia Park
2/26/22 10am	Stevenson Park
2/26/22 12pm	Community Center

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis- Holmes, Mayor

ATTEST:

Khaleah K Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

BEAR DEMOGRAPHICS & RESEARCH, LLC, a California limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 10061 Riverside Drive, #144
Toluca Lake, CA 91602

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE